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The Solicitors' Journal.

LONDON, JULY 15, 1865.

GLASGOW, in a few days, will witness a public hanging. Lord Stanley's speech at King's Lynn, on the 10th, has afforded a glimpse of the decision for which the Government is waiting before making up its mind whether the punishment of death should be inflicted on public scaffolds, or, as Mr. Hibbert's bill of the last session proposed, within gaols. It may be remembered, from our former notice of the subject,* that when the bill was under discussion, Sir George Grey, in advising the House of Commons to pause, informed it that publicity in giving effect to the extreme sentence of the law was one of the matters under the consideration of the commissioners appointed July 1864, not only to inquire into the provisions and operation of the laws of this country under which capital punishment may be inflicted, but also into the manner in which the sentence is carried into execution. Of this commission Lord Stanley may be termed a leading member. In offering himself to the electors he said he would not anticipate the report of the commission, but there was one thing which, whatever might be contained in the report, he had formed a strong opinion—he thought the disgraceful and horrible scene of a public execution in a great town ought to be done away with. Notwithstanding the disclaimer of intention to anticipate the report, we think it more likely that Lord Stanley was, in fact, stating an opinion in accordance with the result at which the commission had arrived, or to which it was tending, than that he would proclaim his opinion, and try thus to make the public a party to it, in opposition to that result.

The report of the commission on this part of its inquiry is the more anxiously expected, because, as was before observed, but little light has been thrown upon it by writers. So far as they have dealt with it there has been a difference of opinion. Beccaria, in the 47th chapter of his Essay on Crimes and Punishments, deduces a "general theorem," regarded by him as of considerable utility, though not conformable to custom, the common legislator of nations. It is this:—"That a punishment may not be an act of violence of one, or of many, against a private member of society, it should be public, immediate, and necessary, the least possible in the case given, proportioned to the crime, and determined by the law." In the article referred to we dwelt much on the same motive which Beccaria gives for publicity, as balancing, or even counter-balancing the motive, arising from Lord Stanley's "horrible scene," for privacy. On the side of Beccaria may be ranked Bentham, by a fair inference from his views on "popularity," which, in book 1, ch. 7 of his Rationale of Punishment, he ranks tenth among "the properties to be given to a lot of punishment." He there treats principally of popularity in relation to severity of punishment, but there can be little doubt that the reason assigned by Beccaria for publicity would operate to make private punishment of death unpopular. Privately inflicted, it might appear to be the act of one class against another; at present the multitude participates in the infliction. Bentham, while he considers (book 2, ch. 12) the punishment of death, as meted out in his time, far from being popular, thinks that there is one case in which it does seem to be popular, and that in a very high degree, the case of murder. The attachment appears to him to be

grounded partly on the fondness for analogy (meaning death for death), partly on the principle of vengeance, and partly, perhaps, by the fear which the character of the criminal is apt to inspire. Whether the attachment from such motives be desirable or not, it seems to us unquestionable that the people would be very much dissatisfied at losing their prey by the killing of the malefactor in his prison earth.

Among the writings of men who have given their attention to the question of death punishment, the only argument of any fulness which we have met with expressly on the point respecting which Lord Stanley has declared his conviction is in an "Inquiry into the effects of public punishment upon criminals and upon society." It was a paper read March 9th, 1787, in the Society for Promoting Political Inquiries, convened at the house of Benjamin Franklin, in Philadelphia; whether it was read by Franklin himself, or not, does not appear. The design of punishment being—1st, reformation; 2ndly, prevention; 3rdly, protection; it was argued in the paper that reformation of a criminal could never be effected by public punishment, by reason of three things, the infamy, which destroyed the sense of shame; the shortness of duration, which produced none of those changes in body or mind which were necessary to reform obstinate habits of vice; experience, which proved that public punishments had increased propensities to crime. Although reformation is not applicable to capital punishment, we have noted this part of the argument on account of its general importance. As to the second head of the design—prevention—the fortitude, insensibility, or distress, shown by the criminal, was calculated to produce crime, through sympathy. If, instead of pity, indignation or contempt were excited in the spectators' minds by the character or conduct of the criminal, that, it was argued, was contrary to the obligations of universal benevolence. Suppose that the criminal were viewed without sympathy, indignation, or contempt, then the spectators were either hardened in vice, or too ignorant to connect the ideas of crime and punishment. Also, public punishments made crimes known to persons who would otherwise have been ignorant of them. Moreover, the ignominy confounded and levelled all crimes. As to the employment of criminals in public labour, it would render labour disreputable. The paper asks "What has been the operation of the seventy thousand executions that have taken place in Great Britain from the year 1688 to the present day" (about a century, then) "upon the morals and manners of the inhabitants of that island? Has not every prison door that has been opened to conduct criminals to public shame and punishment, unlocked at the same time the bars of moral obligation upon the minds of ten times the number of people? How often do we find pockets picked under the gallows, and highway robberies committed in sight of a gibbet? From whence arose the conspiracies, with assassinations and poisonings, which prevailed in the decline of the Roman empire? Were they not favoured by the public executions of the amphitheatre?" Some of these questions might be asked in our own day. The paper, of which we have given a faint sketch only, should be, if it has not already been, read by the commissioners.

These opinions, on one side and the other, we have thought it opportune now to place in juxtaposition with Lord Stanley's; but it is not necessary for us to pursue the subject further at the present time.

MOORE, McQUEEN, & COMPANY (LIMITED), have lately been before the legal public as plaintiffs in a suit for an injunction to restrain the infringement of the copyright of certain prints, and last week some applications were made to the magistrate, at the Thames Police-court, which have made some of the facts of the case public property. It appears that the proprietor of a certain periodical publication, called *Bow Bells*, with a view to increase the circulation of his work, had an-

* *Ante* p. 516.

nounced his intention to present to each of the subscribers, for a certain number of his periodical, two copies of well-known prints, the copyright of which is the property of Moore, McQueen, & Co. (Limited).

On behalf of the proprietor of *Bow Bells* it has been contended that the prints were given away and not sold; a defence which admits of two obvious replies—first, it was with the expectation of ultimate profit that the prints were distributed, and therefore they were, in fact, virtually the subject of a sale; and, secondly, although professedly given away these prints were only given to the purchasers of the current number of *Bow Bells*; that is, the purchase of that publication was the consideration for which is called a free gift, and therefore the prints were actually sold.

The reason for the application to the magistrate was that Mr. Clarence Harcourt, the solicitor for Moore, McQueen, & Co., had been issuing writs, and commencing actions against a number of persons, with a view to obtain damages or compensation for the infringement of the copyright in question, and it was stated, though subsequently denied, that more than a hundred writs and applications for compensation had been issued by him, and also that the greater number of these writs and applications had been against petty retail news-vendors and not against the proprietor or his agents. Now, whatever may be the truth in this respect, and from the different statements made at three different times to the magistrate, it is very difficult to gather the truth, it is scarcely denied that there had been an infringement of the copyright, and we are ourselves in a position to state that the suit against the proprietor of *Bow Bells* had been daily proceeded with, and had resulted in a sort of termination, involving, amongst other things, a compromise of the action against Mr. Dick.

The question of the proceedings against the retail dealers is somewhat different. These, at first sight, have an uncomfortable resemblance to the proceedings, which were the subject of so much comment, in *Foswell v. Bostock*, but without more accurate information than we yet possess it is impossible for us to say that there may not be just grounds for the course which Mr. Harcourt has chosen to adopt. The *onus*, however, of proof that his proceedings are not vexatious is, in our opinion, upon him.

A SHORT BILL, which received the Royal assent in the last week of the last session of the Parliament just expired, may be taken to be one of those measures brought in by the Government in consequence of recent agitation on the subject of the audit of public accounts. The position occupied by the Comptroller-General has long been one of the great anomalies of the public departments, and this bill gives a portion of the reform required by consolidating the offices of Comptroller of the Exchequer with that of Chairman of the Board of Audit.

In bringing in this bill the Chancellor of the Exchequer has shown he feels the necessity for making the present system thoroughly efficient. But this was not the only weak point, and it would be a great satisfaction were it known that those persons who are in a position, as was Mr. Leonard Edmunds, to keep back their accounts for thirty years were to be compelled to perform the simple and ordinary duty of rendering accounts of their receipts on behalf of the public. It must be thoroughly well known, or, at any rate, within the means of knowledge of the Board of Audit, who are the numerous persons referred to by Mr. Gladstone in his evidence given before the committee, and whether there are means existing to compel them to bring in their accounts periodically to be audited. Some future day may, perhaps, solve the mystery connected with public accounts, and we shall then know why abuses have been permitted to continue from year to year unchecked and unreformed. In the meantime we regret that Mr. Gladstone has lost sight of what is so essential to the proper collection of the revenue, namely, an efficient system of

audit which will compel all the smaller fry of officials to render their accounts periodically.

MR. H. S. WILDE, who lately occupied the position of Registrar of the Leeds Court of Bankruptcy, and figured in an unenviable manner in the recent proceedings which ended in the retirement of Lord Westbury, has published in the *Standard* a vindication of himself, which seeks to re-open the whole question reported upon last year by Mr. Ayrton after his investigation into the conduct of the officials of the Leeds Bankruptcy Court. It is not probable that Mr. Wilde will succeed in getting his case re-heard in such a manner as will procure his reinstatement in his late official position, a conclusion which appears to be the object of his agitation.

More than a year ago the Lord Chancellor decided, on the report of Mr. Ayrton, that Mr. Wilde ought to resign, and subsequently accepted his resignation and granted him a pension. For this last act, namely, the grant of a pension to an official threatened with dismissal for malfeasance, Lord Westbury has been censured by the House of Commons, but in his conduct to Mr. Wilde we are not aware that he has been accused of acting otherwise than justly. The case then stands thus: Mr. Wilde was accused of acting improperly in his office and required to shew cause why he should not be dismissed. He preferred to resign, and his resignation was accepted accordingly, and a pension was, for reasons which we do not here examine into, granted him. It has been demonstrated that that pension was granted improperly, and, therefore, Mr. Wilde, in his natural fear that he may be deprived thereof, seeks to show, not his right to retain that pension, but his right to be reinstated in the office from which he has been so ousted.

However much we may think, upon Mr. Wilde's own shewing, that he has a good case and could give a satisfactory explanation of all the circumstances relied on by Mr. Ayrton, we can give him no hope that he will ever occupy the post of Registrar of the Leeds Court of Bankruptcy again.

Although Mr. Wilde's statement, by which he seeks to vindicate himself, exhibits only his own view of the case, it bears upon its face the stamp of consistency, and reiterates one position which we have several times seen laid down in the controversy on the whole subject, and never attacked with success. Mr. Wilde's defence has been, that whatever in his practice as registrar has been the means of allowing the exercise of fraud by others was done in accordance with express orders that he should follow the customs of his predecessors in office.

On the other hand, any appeal made by Mr. Wilde would be answered by a demand for his reasons for not resisting his dismissal (it was a virtual dismissal) and for not defending himself in open court when invited to do so. He will be told that nothing but an inward conviction of the justice of the sentence would have induced him to be silent when thus called upon, and that it is not enough for him now to say, "It was not the conviction of guilt which alarmed me into resignation on the receipt of the letter of the 26th July, 1864 (the only course I was advised which could save bread to my family) but the fear that the judge who directed such a letter to be addressed to me would not execute justice if I appeared before him. That letter which caused me such apprehension is denounced by Lord Westbury."

This may, or may not, be accurate, but it is useless for any man to ask for a new trial on the ground that he had let judgment go by default from distrust of the Court.

WHY IS IT THAT THE ATTENDANCE of special jurors in London and Middlesex is so lax? and why does the imposition of a fine have so little effect? The first question was apparently answered by Lord Chief Justice Erle in the Guildhall, on Friday the 30th ult., when he took occasion to remark on the inconveniences of the

present system of summoning special jurors. The inconvenience to persons in trade is so great that they will not subject themselves to the risk of attending, perhaps, six days and never being called to serve, and so they remain absent regardless of the possible fine. The profits of business are larger than such a contingency will outweigh, and for that reason, and that alone, it is supposed that special jurors disregard the summons to serve their country. We believe the idea to be ill-founded; we believe that if men knew that they would be required to act, and would without fail be called, the proportion of absentees would be very much smaller than it is; and that men would consent and submit to do a certain and specified duty at a certain and specified time, while they demur to the uncertainty and the waste of time.

This unreasonable state of affairs has, of course, met with much opposition from those who are liable to serve, and it is no matter of surprise that they have entered into a kind of combination to protect themselves. It cannot be generally known to the judges that there is a society, or agency, which protects jurors from the penalties of non-attendance, and by means of which any juror paying his guinea a-year is guaranteed perfect impunity in respect of any summons he may receive to serve on a jury. Whether this society, or agency, is a private speculation, or whether it is composed of several members, we have not been enabled to ascertain, but of its existence we have no doubt, and that those who pay their guinea may, with perfect freedom, disregard the visits of the summoning officer. The proportion of jurymen fined for non-attendance is small compared with the number of those who would be willing to pay a guinea to be totally exempt; and, without doubt, this species of insurance pays a very tolerable income to those who undertake the guarantee and pay the fine. Of course no one will be foolish enough, after paying his guinea, to do the duty he has bargained to be exempt from, and the result is that the business of this agency is nothing less than an illegal contract to deprive the country of the services of its special jurors.

It may be readily assumed that the judges are not aware of the existence of this combination, for otherwise they have the means in their power of effectually preventing it from being a paying concern.

Not only are we deprived of the services of many jurymen, but those who are conscientious enough to do their duty in the very unpleasant way prescribed by the present system, have more labour imposed upon them, and expend more of their time, in consequence of the absence of others who should take their turn in doing that which is required from all.

It would be a misnomer to describe this as unfair, it is a scandalous and most unwarrantable abuse, and if we call it by no worse name it is because the whole system of special juries is so badly arranged in London and Middlesex, and the remuneration is so inadequate, that it appears pardonable in those whose time is of so much greater value than the miserable pittance allowed to jurors. Sooner or later the system must be changed, and we abstain from recapitulating the numerous suggestions already made on the subject of juries in this journal; but while this duty remains in its present position no man is justified in secretly obtaining exemption from a public function which can only be properly discharged in person, and cannot legally be commuted for a money payment.

MR. GEORGE GARDINER BIRD, barrister, of Ivy House, Aigburth, was killed on Friday, the 7th inst., by falling from a window of the Alexandra Hotel into the street. A party of gentlemen were dining with Mr. Bird on the occasion of his promotion to a captaincy in the 3rd Lancashire Militia. After dinner several of the gentlemen left the hotel, and Mr. Bird and another of the party were alone in the room. Mr. Bird and his friend seem to have fallen asleep. About eleven o'clock Mr. Bird was seen by a person in the street to walk towards the window with

his hands in his pockets. The window, a very low one, was wide open, and immediately upon reaching it Mr. Bird overbalanced himself, and fell headlong upon the pavement below. His spine was fractured, and he died almost immediately. The unfortunate gentleman was a gentleman of large property, and was, we are told, engaged to be married within the next fortnight.

GENERAL ELECTION.—The following list contains the result of all the elections hitherto held, in which any member of the profession is concerned as candidate. Candidates marked thus (*) represented the same place in the late Parliament, marked (+) sat for a different place in that body. Candidates whose names are printed in italics are members of the profession. Those whose surnames only are given will be found in the list previously published.*

July 10.	
Tower Hamlets	*Butler.....
	*Ayrton
July 11.	
Andover	*Fortescue
	*Humphrey
Cambridge University	*Walpole, Q.C.
	*Selwyn, Q.C.
Cockermouth	*Lord Naas
	*Steel
Durham.....	*Henderson
	*Mowbray
Exeter	*Lord Courtenay.....
	Cotteridge, Q.C.
Halifax	*Stansfeld
	Akroyd
Hertford	*Cowper
	*Farquhar
Lambeth	Hughes
	*Doulton
	*Lawrence
	James Haig
Marylebone	*Lewis
	The Common Serjeant, Q.C.
	*Lord Fernoy
Merthyr Tydfil.....	*Right Hon. Henry A. Bruce ..
Newark	*Hodgkinson
	*Clinton
Oxford	*Cardwell
	*Neate
Richmond	*The Attorney-General
	Dundas
South Shields.....	*Ingham, Q.C.
Stamford.....	*Lt. Cranbourne
	*Sir S. Northcote
Whitehaven	*Bentinck
July 12.	
Barnstaple	*Cave
	Sir G. Stuckley.....
	Hawkins, Q.C.
	Gwynn
Bedford.....	Samuel Whitehead (G).....
	Col. Stuart (O)
	Montague Chambers, Q.C.
	(G) 345
Berwick.....	*Marjoribanks
	Mitchell
	Cargill
	Mr. Hubback (O).....
Beverley	*Edwards
	Sykes
	Keane, Q.C.
Birkenhead	*Laird
	Jackson
Bodmin	*Gower
	*Wylde
	Locock Webb
	Heritage.....resigned
Bridgenorth	*Pritchard
	Sir John D'Alberg Acton (G) ...
	*Whitmore
Bridgewater	Westropp
	*Kinglake
	Sir John V. Shelley (G). 237

Bury	Mr. R. W. Phillips (O)	595	Oldham	*Hibbert	1104
	*Peel	572		Platt	1075
Cambridge	Forsyth, Q.C.	762		*Cobbett	899
	*Powell	760		Serjeant Spinks	846
	Torrens	726	Peterborough	*Whalley	340
	Christie	725		*Hankey	320
Canterbury	*Butler-Johnstone	767		Wells	304
	Huddleston, Q.C.	737	Plymouth	*The Solicitor-General	1299
	Lyon	645		*Morrison	1218
	Adair	614		Richard Stuart Lane	1147
Chester	*Earl Grosvenor	1284	Poole	*Seymour	259
	Gladstone	860		Waring	249
	Fenton	565		Franklyn	178
	Raikes	533	Portsmouth	Stone	2011
Chippenham	*Sir John Neeld	280		Serjeant Gaslee	1956
	Goldney	201		*Sir J. Elphinstone	1529
	*Lysley	172		Bruce	1432
Christchurch	*Walcott	211	Reading	*Sir P. Goldsmid, Q.C.	728
	Burke	145		*Lefevre	719
Cork	*Murphy			Mr. Tucker (O)	444
	*Maguire		St. Ives	*Pauill	233
Coventry	*Eaton	2489		Vivian	177
	*Treherne	2401	Sheffield	*J. A. Roebuck, Q.C.	3267
	Flower	2342		*Hadfield	3239
	Jones	2259		Hon. A. S. Wortley (G)	2492
Devizes	*Darby Griffith (G)			Foster	1583
	*Sir Thomas Bateson (O)		Scarborough	*Johnstone	932
	John Curling (Special			*Dent	674
	Pleader) (G)	resigned		Cayley	441
Devonport	Fleming	1307	Southampton	The Recorder, Q.C.	1328
	*Ferrand	1290		Moffatt	1306
	*Brassey	1279		*Alderman Rose	1212
	T. Phinn, Q.C.	1243		Mackay	1191
Dover	Dixon	1032		*W. D. Seymour, Q.C.	405
	Freshfield	1017	Southwark	*J. Locke, Q.C.	
	Smith	884		*Layard	
	*Viscount Bury	869	Stroud	*Horsman	687
Finsbury	Torrens	8480		*Scrope	685
	Alderman Lusk	7959		Ponsonby	287
	*Cox	5100	Sunderland	*H. Fenwick	1826
	Phillips	866		Alderman Hartley	1355
	Perfitt	365		John Candlish	1307
Guilford	*Onslow	332	Taunton	Barelay	478
	*W. Bovill, Q.C.	318		Lord W. Hay	470
	Pocock	229		Cox	294
Horsham	Hurst	164		A. Austin	260
	*Fitzgerald	159	Tavistock	*Russell	330
Harwich	*Jervis	209		Samuda	179
	Kelk	194		Carter	119
	Wells	117		Rummen	93
	Stephen	77		Blakeley (G)	6
Lancaster	*Fenwick	713	Tewkesbury	Dowdeswell	195
	*Schneider	687		Yorke	182
	Lawrence	665		*Martin	149
Leicester	Harris	2259	Walsall	*Forster	
	*Taylor	2153	Wolverhampton	*Villiers	1618
	*Heygate, Q.C.	1905		*Weguelin	1501
Leominster	*Walsh	208		Thomas Thorneycroft	46
	*Gathorne Hardy	214	York	Lowther (O)	2088
	Hindmarsh, Q.C.	137		Leeman (Solicitor) (G)	1827
Ludlow	*Clive	236		*Brown Westhead (G)	1766
	Severne	209		July 13.	
	Sir W. Yardley	138	Boston	*Malcolm	653
Lymington	*Mackinnon	192		Parry	477
	*Lord G. Lennox	174		*Staniland	460
	Norton	35	Bury St. Edmunds	*Hardcastle	331
Liskeard	*Sir A. Buller			Green	309
Maldon	*Peacock	461		*Lord A. Hervey	266
	Earle	420	Calne	Rt. Hon. R. Lowe	
	Western	394	Colchester	Rebow	691
Morpeth	*Sir G. Grey			*Miller	640
Newcastle-on-Tyne	Cowen	2940		*Papillon	551
	*Headlam, Q.C.	2479	Dudley	*Sheridan	509
	Beaumont	2062		Truscott	270
Norwich	*Werner	1837	Dundalk	*Sir George Bowyer, Bart.	
	*Russell	1834	Edinburgh	McLaren	4354
	Goldsmid	1442		*The Lord Advocate	4148
	*Waters	1372		*Black	3797
Nottingham	Morley	2393		Miller	3721
	*Clifton	2350	Elgin Burghs	*Grant Duff	
	Paget	2929	Hereford	Baggallay, Q.C.	509
	Morton	2243		*Clive	498
				*Clifford	475

Ipswich	*Adair	990
	*Cobbold	913
	West	905
	Tidmas	775
Kilmarnock	*Rt. Hon. E. P. Bouverie	
Macclesfield	*Egerton	472
	*Brooklehurst	471
	Chadwick	412
Mallow	The Solicitor-General for Ireland	
	*R. Longfield, Q.C. ...resigned	
Manchester	*T. T. Bazley	7909
	Edward James, A.G., Co. Pal.	6698
	Jacob Bright	5561
	Abel Heywood	4248
Northallerton	*Mills	239
	J. W. Johns (G)	190
Rochester	*Martin	855
	*Sergt. Kingleke	792
	Smee	413
Salisbury	*Marsh	354
	Hamilton	301
	Chapman	247
Shoreham	*Cave	972
	*Burrell	891
	Hannen	592
Tamworth	*Sir R. Peel	416
	*J. Peel	287
	W. T. S. Daniel, Q.C.	103
Tiverton	*Lord Palmerston	261
	Walrod	220
	*Hon. G. Denman, Q.C.	217
Wallingford	Sir C. Dilke	158
	*R. Malins, Q.C.	132

ABANDONED RAILWAY SCHEMES.

The attention of Parliament has lately been called to a new grievance connected with the construction of railways. It seems that crossing our lawns on viaducts, and making our fields and woods hideous with cuttings, is not the worst evil that may befall a neighbourhood on which "promoters" fix their gripe. For years, as the law now stands, half finished railway works may disfigure the face of the country and make a quiet village as difficult to traverse as an intrenched camp, while the accommodation works and conveniences of traffic promised to the landowners in part payment for their comfort and their land, are as far off as ever. Mr. Mitford, in calling the attention of the House to the non completion of the Mid-Sussex and Midhurst Junction Railway, said, "The subject, although apparently of mere local interest was really one of general importance, and a considerable blot on our private bill legislation was brought to light. The line in question was only six miles and ten chains in length, and Parliament had allowed five years for its completion; but although that term expired in 1863 the line was still incomplete, and the last intelligence he had received was that Chief Justice Erle had ordered the sheriff of Sussex to take possession of the line. The inconvenience to the inhabitants of the district from the non-completion of the railway was very great, and must have been experienced by the president of the Board of Trade and other hon. members upon a late melancholy occasion. A memorial had been presented to the Board of Trade, who replied that they had no power to enforce the completion of the railway, but inclosed a letter from the secretary of the London, Brighton, and South Coast Railway, to which the Mid-Sussex and Midhurst Junction had been transferred in 1863. The statement of the directors of the London, Brighton, and South Coast Company was that in 1859 a resolution had been passed under which that company had agreed to purchase the Mid-Sussex and Midhurst line, but up to the present time it had not been possible to carry out the agreement. The fact however remained that the line, although sanctioned by Parliament, was still incomplete, and a petition from the inhabitants of the district had been presented to that House praying for redress. He was at a loss to know in what manner redress could be given, but clearly it was within the power

of the House to prevent a recurrence of such proceedings. He would not venture to prescribe the exact course to be adopted, but he would suggest that the money deposited by the company should not, as in this case, be given back when the line was partially completed, but should be forfeited if the line were not finished within the allotted period of time. Another course might be to enact that if a railway were not finished within the prescribed time, the lands that had been purchased should revert to their original owners. The subject was of real importance, and therefore he desired to ask the president of the Board of Trade whether he would consider what measures should be recommended to Parliament to prevent the recurrence of grievances similar to those detailed in the petition he had referred to."

The company, it appeared, had expended half its capital in constructing the works, and was, therefore, released from its Parliamentary bond, and neither the Board of Trade nor Parliament, except by new legislation, had any power to remedy the existing state of things. It is not likely this will be a case by itself. While the public and their money are so soon parted, as in these days of large dividends and small security, out of the 350 bills that this session sought the sanction of Parliament, the counting the cost is not likely to be so accurate that no abandoned works shall teach the old lesson:—"This company began to build but were not able to finish." The judges have already frequently had to consider the rights and liabilities arising from the abandonment of railways, and the Legislature has thought fit to pass a general Act, 13 & 14 Vict. c. 83 (The Abandonment of Railways Act, 1850), regulating the mode in which such abandonment may be carried out. But the existing law has no remedy for such evils as are above referred to, or for others to be presently noticed, and we cordially echo the hope that the Royal commission now sitting on the subject of railways will take the subject into its consideration. Meanwhile we propose to call our readers attention to some of the questions which arise between the company, the public, and the dispossessed landowners, on the abandonment of a proposed line of railway.

It was formerly held, and there seems much reason in holding, that where Parliament authorized the construction of a line of railway, and conferred extraordinary powers on the promoters over the property and peace of a district, and which powers have actually been exercised, the company in obtaining such powers or in exercising them, or both, had entered into a contract with the public to construct a railway and to confer upon the neighbourhood those benefits which Parliament expected would accrue from its existence. The landowner is compelled to part with his land, and the price is the sum paid and the railway accommodation afforded. "It was never intended," said Lord Campbell, "that the landowner should be left with a high mound or a deep cutting running through the middle of his estate, and leading neither from nor to any terminus. The enjoyment of the railway is part of the compensation given to the landowner for depriving him of his property against his will, and may, in many cases, be fairly taken into consideration in estimating the compensation he is to receive" (*Reg. v. York and North-Midland Railway Company*, 1 W. R. 35; 1 E. & Bl. 178). Similar views were held by Lord Denman in the case of *Reg. v. Eastern Counties Railway Company*, 10 A. & E. 531, and both Lord Campbell and Lord Denman, in support of their opinion, quoted the dicta of Lord Eldon in the case of *Blakenore v. Glamorganshire Canal Company*, 1 My. & K. 162. "The parties," said Lord Eldon, showing, possibly, somewhat of that *animus* against companies which was so characteristic of his mind, "are obliged to submit to the contract which the Legislature has made for them. The result is that the contract shall be carried into execution, and the King's subjects are compelled to submit to it under the notion that it is for the public good, but they are not compelled to submit to anything except what the Legislature has said shall be done." Lord Campbell and Lord

Denman, following, as they considered, Lord Eldon's views, thought that a *mandamus* should go at the instance of the landowner to compel the company to complete the line. On appeal, however, *Reg. v. Yorkshire and North-Midland Railway Company* was reversed (1 W. R. 35, 1 E. & Bl. 178, 7 Rail. Cas. 459) and *Reg. v. Eastern Counties Railway Company* as well as *Reg. v. Lancashire and Yorkshire Railway Company*, 1 W. R. 35; 1 E. & Bl. 228; 7 Rail. Cas. 266, were virtually overruled.

If the Act was not compulsory, the *mandamus* was bad, and the words "it shall be lawful" in the Act were permissive only; it made no difference that the company had exercised some of its powers, there was still no obligation to complete the line;—the powers, if acted upon, carried with them duties, but there was no obligation to act on them at all. Courts of equity, as well as courts of law, decline to interfere to compel the completion of a line of railway for the benefit of the public, and will refuse an injunction at the suit of the Attorney-General to prevent the company opening part of a line which they have no intention of fully carrying out: *Attorney-General v. Birmingham, &c., Railway Company*, 3 M. & G. 453. Thus the law seems at present to stand. The House of Lords has recognized these doctrines in the cases of *Anstruther v. Fife, &c. Railway Company*, 1 Macq. 98; *Edinburgh &c., Railway Company v. Philip*, 5 W. R. 377; 2 Macq. 524; and the *Scottish North-Eastern Railway Company v. Stewart*, 7 W. R. 458; 3 Macq. 382. In the last-mentioned case the House held that a company, after obtaining their Act and entering into a contract for the purchase of land for the purposes of the railway, might abandon the line, and repudiate the purchase, at all events as far as any remedy in equity is concerned.

The solicitors of landowners will do well to consider for a moment the warnings this decision suggests. In preparing agreements with the promoters of railway companies the draftsman launches into a sea of troubles as yet unmapped by the wisdom of ages or Jarman's Bythewood. We pointed out some time ago how easy it was for a company to escape the performance of a contract entered into with its promoters.* This is but one difficulty. We know that the right of opposing the bill in Parliament is often the best weapon against railway invasion, and we know too how often, by promises broken amid the bustle of the committee rooms, this weapon is filched from us. Never to let this power go till the landowners rights are legislated for ought to be the maxim in such cases. And further remember, that if you mix up with the price of your land the price of your personal convenience in an agreement, on the faith of which opposition is withdrawn, it may be the railway will skirt your lawn or destroy your trade by cutting off access to your shop, or the railway's works, for years unfinished, may threaten your fields, while the company will refuse to pay you anything on the ground that they have taken nothing of yours, and that there is no equity to entitle a landowner to a reconveyance of the land the railway have taken after the company have abandoned their line (*Astley v. Manchester, &c., Railway Company*, 2 De G. & J. 453). In framing agreements which involve the withdrawal of opposition to a railway bill see that the landowner gets some equivalent for that, and remember that buying land and buying the right to make a neighbourhood unpleasant are two different things. Procure also, if possible, a personal remedy against some living being as to whose liability the law is clear, and remember, that promoters, as such, take as many forms as Proteus, and are as difficult to bind.

But while neither courts of law nor of equity can enforce, for the benefit of the public, the specific performance of an ordinary railway special Act, a shareholder of the company may enforce it for his own benefit. Such a bill was sustained in *Cohen v. Wilkinson*, 12 Beav. 125; 1 Mc. & Gor. 487, on the simple principle that an individual member of a company may restrain that company from applying the funds to a purpose different

from that to which he had subscribed. (See also *Hodgson v. Earl Powis*, 12 Beav. 529, 1 De G. M. & G. 6; *Logan v. Earl of Courtown*, 13 Beav. 22; *Fooks v. South-Western Railway Company*, 1 W. R. 115; 1 Sm. & Giff. 145.)

Some observations were made by the Master of the Rolls in *Hodgson v. Earl Powis*, which suggest the question whether a landowner whose property is intended to be taken or affected by the railway could obtain an injunction, or at least refuse to part with his land where it is clear that the company cannot, or do not, intend to complete the line. "The railway company," said the Master of the Rolls, "are unable to perform the undertaking they have entered into with Parliament, the consequence therefore is that they cease to have all those powers which Parliament conferred on them with a view to the complete performance of the whole undertaking." The same view was apparently taken by Baron Alderson, who, in giving judgment in *Lee v. Milner*, 2 Y. & Coll. 611, said: "I fully assent to the proposition that a Court of Equity would, probably, grant an injunction (against taking land) in case it was clearly made out that the company could not complete the works, either from circumstances which arose after the passing of the Act, or from a failure to raise the sum contemplated by the Act, for to take any man's land where the whole work can never be performed, is clearly injurious to him, and a substantial breach of the condition on which the Legislature granted the right to do it." (See also *Gray v. Liverpool Railway Company*, 9 Beav. 391.)

The case on the landowners part will always be exceedingly difficult of proof, but knowledge of the fact that these *dicta* exist may be of service to the landowner in his struggle with the promoters of a semi-insolvent line. It may, also, in some cases, be worth his while to consider whether it is not wise to clothe himself with the equities of a shareholder where it is very important to him that the proposed scheme of the railway should be carried out.

ETIQUETTE OF THE BAR.

We noticed, some time ago, a set of rules issued by the Irish Bar for their own direction, and we took occasion, at the time, to express our surprise that that body should have thought it necessary formally to promulgate, as something new, a body of rules which must, as we had supposed, have been found amongst the guiding customs of the profession from time immemorial, and which certainly have been always so understood and acted upon in England.

We are, however, still more astonished to find that these rules have been considered by the Irish Incorporated Law Society as a serious and objectionable usurpation on the part of the Bar. We are not now dealing with the question whether, if these rules were now, for the first time, sought to be imposed, some of them might not, perhaps, be open to remark—that will prove matter for further consideration—but it cannot be, we think, that the practice of the profession has, heretofore, been grounded upon any principles other than those embodied in these rules. That there may have been some laxity of practice is not improbable; that counsel may have sometimes waived rules intended for their benefit, at other times broken through or evaded regulations meant to restrain them, we do not doubt. Such irregularities of practice are sure to occur in every system; but the rules in question so accurately reproduce that which has ever been the acknowledged practice of the Bar in England, that we cannot believe that they introduce any novelty or "innovation" into the "previously existing practice" in Ireland.

However, it may not unfairly be said, "if the previously existing practice has been a bad one, it should be altered; and what time so favourable for effecting an alteration as when the objectionable practices assume a distinct and tangible shape in elaborately framed rules to which every one can point for his guidance?" There

is great force and truth in this argument, and it cannot be denied that by their present action the Irish Bar have challenged criticism on the rules by which that branch of the profession has hitherto been guided; if these rules will not stand the test of criticism, and if the publicity now given to them should end in their downfall, they will have only themselves to thank.

There are two points to which the Incorporated Law Society take special objection, and which, therefore, may probably be fairly taken as *criteria* whereby to judge these rules.

In the first place, great objection is taken to the rule that every pleading which requires the signature of counsel shall be signed by a junior. On this the society say—

"We would first refer to the following paragraph in their report 'as to the preparation and signature by counsel of pleadings in equity and at law,' which we must say we think is a *non sequitur* to what goes before—viz., 'We are, however, of opinion, that it is desirable that, for the future, no senior counsel should sign any pleading at law or in equity, or any affidavit in the nature of a pleading in equity, to which the signature of counsel is required, unless a junior counsel also signs.' This opinion, afterwards adopted, and now acted on as a rule of the Bar, is no doubt, very advantageous to junior counsel, and conducive to the convenience of the seniors, but seems to us to be framed in utter disregard of the interests of the suitors, and is not based on any statement or suggestion showing the least necessity for it, and is an innovation on the previously-existing practice.

"We will suppose that a case is submitted to senior counsel disclosing all facts, and accompanied by all documents, to enable him to advise as to the expediency of instituting proceedings in law or equity. He advises an action at law, or a petition in chancery, as the case may be. Well, who so competent as he is to draw the necessary pleading? He has all the materials before him to do so. He may have formed an opinion as to the frame of the action which might not occur to another mind; but he says I am precluded by a rule of the Bar from signing a pleading unless first signed by a junior, and therefore I will leave to the junior the work of drawing the pleading. The pleading is drawn, but the junior is not satisfied that exactly meets the views of the senior who advised it, and so a consultation becomes necessary, and thus the client, in subserviency to mere Bar etiquette, is involved in an expense which, perhaps, he could ill afford out of the small amount involved, and which he could never recover from the opposite party. We hope the Bar will re-consider and rescind this rule."

On reading this the feeling which was uppermost in our minds was wonder: wonder, that is, not at the objection itself, but at the state of things which gives plausibility to the objection.

Is it really the fact that in Ireland the opinion of a silk gown is ordinarily taken on the question whether a suit should be commenced or not? That certainly is not the case on this side the channel. Except in the very heaviest cases, where a considerable amount of money or a point of great nicety or importance is at stake, litigation is ordinarily commenced on the advice and responsibility of the junior alone, and the leader seldom sees anything of the cause till it is in the paper for hearing, unless it has been necessary to employ him on some interlocutory application.

We would wish to ask—what are the functions of the junior Bar in Ireland? What are the peculiarities (if any) which distinguish between their office and that of the leaders? If the preparation and signature of drafts be not part of the distinctive duties of juniors we do not know of any. So strongly is that felt in England to be the province of the junior, and the junior only, that even where, as now and then happens, a bill is settled in consultation, the practice is for the junior only to sign the draft, and for his name alone to stand in the print.

We quite agree that this is a question which must not be looked at from the side of the profession only; but it seems to us that the interest of the public sets in the same direction. One of the anomalies of Irish practice

which has always puzzled us, is the multiplicity of counsel which seem always to be engaged. The most trumpery suit shows two Q.C.'s and a junior on each side, and often the team is further strengthened by a serjeant apiece as leaders. In this country two counsel, one leader and one junior, the latter having had the conduct of the cause from its inception, are ordinarily considered abundant even in the most complicated cases; some great companies, indeed, or even individuals in very important cases, indulge themselves in the luxury of two leaders; but it is a very rare and exceptional luxury indeed.

It is true that the enormous proportion of Queen's Counsel to junior barristers in Ireland, renders the former gentlemen less scarce and costly than they are here, but that is an evil to which neither the profession nor public can put any effectual stop. So long as successive governments use legal honours for political, not legal, purposes, the Irish Bar will continue to be overstocked with a useless and deleterious surplus of Queen's Counsel, and if to that were added a monopoly of all work, even the most mechanical, in their hands, as seems to be desired by the Incorporated Society, the only possible result would be that soon the whole profession would consist exclusively of silk gowns. Whence their ranks would be recruited passes our ingenuity to guess.

We hope to recur to this subject.

THE DUTIES OF SOLICITORS OF JOINT-STOCK COMPANIES.

[From the *Money Market Review*.]

In a recent number we gave our views of the duties of directors and auditors of joint-stock companies, and we now avail ourselves of an opportunity which occurs in consequence of a late decision of the Lord Mayor to offer a few observations on the duties of their solicitors. It appears that the Mediterranean Hotel Company had neglected to make a return to the Registrar of joint-stock companies in accordance with the 26th section of the Companies Act, 1862, and a summons was obtained against the directors calling upon them to show cause why they should not be fined for the default. The words of the section are, "Every company under this Act, and having a capital divided into shares, shall make, once at least in every year, a list of all persons who, on the fourteenth day succeeding the day on which the ordinary general meeting is held, are members of the company, and such list shall state the names, addresses, and occupations of all the members therein mentioned, and the number of shares held by each of them, and shall contain a summary specifying the amount of capital of the company, &c., &c. The above list and summary shall be completed within seven days after such fourteenth day, and a copy shall forthwith be forwarded to the Registrar of Joint-stock Companies." By the 27th section, "If any company under this Act, and having a capital divided into shares, makes default in complying with the provisions of this Act with respect to forwarding such list of members or summary to the Registrar, such company shall incur a penalty not exceeding five pounds for every day during which such default continues." This return the Mediterranean Hotel Company omitted to make, and the default was proved by a clerk from the Office of Joint-stock Companies. The return was made, however, between the time of issuing the summons and the hearing, and the magistrate inflicted the mitigated penalty of two pounds for each day during which the default had continued, and awarded ten pounds to the informer.

This decision will probably stimulate similar proceedings against other companies. Now, if solicitors of joint-stock companies have any duties to perform, surely one of them is to take care that the laws by which companies are governed are strictly observed. In the Companies Act, 1862, there are certain enactments the observance of which is imperative, and cannot be dispensed with or rendered less so by the articles of association; and if companies neglect to conform to them, they are subjected to fines and expenses which may form a serious item on the wrong side of the balance-sheet. We believe that solicitors usually attend the annual and special meetings, and we think that the duty of seeing that the proper returns are made, and that the law is otherwise complied with, naturally falls upon them. In several sets of articles of association which we have lately

had occasion to examine, we meet with many incongruities—for instance, by the articles of a company of considerable importance, of which an eminent city firm are the solicitors, the first annual meeting is to be held eighteen months from the date of the incorporation of the company, whereas the 49th section of the Companies Act says, "A general meeting of every company under this Act shall be held once, at least, in every year." Such a mistake as the above might prove of great moment in the event of disagreements between the directors and shareholders. The preliminary legal expenses attendant upon the formation of a joint-stock company generally amount to a large sum, and the annual charges are sometimes considerable. The least that directors and shareholders can expect from their solicitors is that their articles of association and their Acts shall be in accordance with law, and that they shall not be subjected to penalties and annoyances for non-observance of it arising through ignorance of its provisions.

EQUITY.

ADMINISTRATION SUMMONS.

Vanrenen v. Piffard, V.C.S., 13 W. R. 425.

We have been favoured, through Vice-Chancellor Stuart's chief clerk, with a copy of the order made on the administration summons in this case, from which it appears that Vanrenen (who took out the summons) claimed to be residuary legatee of the testatrix, and in that character took out a summons against his co-executor.

The following is the order which was made on the summons in question:—

Friday the 27th day of January, 1865. In the matter of the estate of Elizabeth Piffard, late of Landour, in the Presidency of Bengal, in the East Indies, deceased.

Between ADRIAN DENEYS VANRENE, Plaintiff.

CHARLES PIFFARD, Defendant.

Upon the application of Adrian Deneys Vanrenen, who claims to be the residuary legatee under the will of the above-named Elizabeth Piffard, deceased, and upon hearing the solicitor for the plaintiff and for the defendant, and upon reading the probate of the will of the said testatrix on the 3rd December, 1863, granted by the High Court of Judicature, at Fort William, in Bengal, to the said Adrian Deneys Vanrenen and Charles Piffard, and on the 31st March, 1864, granted by the Court of Probate in England to the defendant alone an affidavit of the plaintiff, and a joint affidavit of the defendant and William Daniel Henry Oehme, both filed the 24th January, 1865; and the plaintiff, by his solicitor, submitting to account, it is ordered that the following inquiries and accounts be taken and made, that is to say:—

Then follows the ordinary decree for the administration of personal estate.

It appears, moreover, that, though the parties were named as co-executors in the will, and though both Vanrenen and Piffard had proved the will in India, Piffard alone had proved in England. These facts, which were not, as far as we can learn, stated by Mr. Piffard in his bill, and therefore could not, and did not, appear upon the report, give a totally new colour to the proceeding, which is thus reduced to an ordinary summons by a residuary legatee against an executor. This would be "of course," unless the fact that the residuary legatee was also a foreign administrator, should be held to affect the question, and we confess that we do not see how it can do so. From our remarks on this case, as reported,* we do not withdraw in the least, but that report having been founded on the bill in *Piffard v. Vanrenen*, gave the case a complexion which did not properly belong to it, and the new facts thus brought to light show that the case was not, in reality, open to the objections there taken.† So far from being a summons by the administrator against a beneficiary, as supposed, the

case is not even an authority for the proposition that an executor, who is also residuary legatee, can take out such a summons against his co-executors. This may or may not be law; but the case of *Vanrenen v. Piffard* decides nothing, now that the facts are known, but that a beneficiary, who is not executor or administrator, may take out such a summons against the executors, which everyone will readily admit.

We are not sorry that attention was called to the question in consequence of the report alluded to, yet we are very glad to find that we were combatting a purely speculative difficulty, and that a precedent, which we regarded—and regard—as entirely unwarranted by the statute, had not, in fact, been set.

The further objection, however, that the summons was not taken out till after the bill was filed, is untouched, and appears to us to be of a substantial nature.

REVIEWS.

A Treatise on the Practice of Conveyancing. By WILLIAM WHITTAKER BARRY, Barrister-at-Law, late holder of the Studentship of the Inns of Court, and author of "A Treatise on the Statutory Jurisdiction of the Court of Chancery." London: Butterworths; Dublin: Hodges & Smith. 1865.

This treatise supplies a want which has been long felt. There has been no treatise on the practice of conveyancing issued for a long time past that is adequate for present requirements. Several useful manuals indeed have been published during the present reign, combining some rules of theory and practice, and varying in size from Mr. Bellenden Ker's letter to the Lord Chancellor up to a goodly octavo; but the information contained in these productions is too fragmentary and miscellaneous to be of much use to any one with a limited supply of more discursive works on the same subjects. Mr. Barry's work is essentially what it professes to be—a treatise on the practice of conveyancing, in which the theoretical rules of real property law are referred to only for the purpose of elucidating the practice.

The opening chapter on abstracts is a very good one, and goes at once *in medias res*, discussing the very centre of practical difficulties—the preparation of abstracts. The solicitor will find in this chapter a very excellent collection of useful suggestions. With respect to the best method of the perusal of abstracts by counsel, Mr. Barry cites Lord St. Leonards' opinion against voluminous helps to the memory in opposition to that of Mr. Dart, who considered that these could scarcely be excessive. Mr. Dart strongly recommends that the substance of each document should be entered in a book, with requisitions in the margin.* Mr. Barry recommends the conveyancer "not to fetter himself by any general plan in the perusal of abstracts."† He appears, however, to think that a summary is useful only in the case of a considerably long abstract. For our part, we strongly recommend the conveyancer to epitomise in his own words every abstract, long or short, that comes before him. Lord St. Leonards' disregard of such artificial helps is practicable only when the abstract can be thoroughly perused in a single sitting without danger of interruption; and even then it would require the power of a Lord St. Leonards to despise the ordinary aids to memory.

The second chapter, which treats of agreements, is not sufficiently comprehensive. Agreements, like wills, are the main staple of litigation. In both cases the grantor is, through a motive of haste, ordinarily more or less *inops consilii*. And, although it is undoubtedly better to have a conveyance than a mere contract for it, yet parties often insist upon concluding an agreement at once, at the same time leaving some minor terms of the contract to be completed afterwards. A judicious selection of precepts on the best mode of preparing the most important and usual descriptions of agreements would, therefore, constitute a very attractive feature in a practical work of this nature. Mr. Barry has not, however, favoured us with many hints on this form of contracts; but, instead thereof, has ascended to an unusual height in the region of theory. In his exposition of legal principles Mr. Barry is vastly less felicitous than when he is discussing and explaining practical details. This is perhaps owing to the fact that the rules of practice were the main ob-

* 9 Sol. Jour. 364.

† These remarks do not apply to the question whether, in the exercise of the discretion of the Court, a bill charging wilful default ought not to supersede a summons, even if of earlier date; but that point does not seem to have been finally determined by the order commented on.—Ed. S. J.

* Dart on Vend. and Pur., 302, 203.

† Page 21.

jects of his work. At all events his statement of the principles of real property, as embodied in "rules," is sometimes at once prolix and ambiguous. In discussing, for instance, the application of the Statute of Frauds to emblements, he tells us that "An agreement to sell a crop, which, in its growing and unsevered state is so far annexed to the soil that, in the case of the death of the owner, it would not go as emblements to his executors—as, for instance, a crop of grass—must be in writing."* Mr. Barry could have expressed this opinion more briefly by stating that emblements are an interest in land within the meaning of the statute. He gives us no information on the question what crops pass as emblements to the executor. Yet, the whole law of emblements could be stated in a few lines. In any future edition we would recommend our author to intersperse amongst his practical and really valuable annotations, more copious, and, at the same time, more condensed statements of rules of principle. In a book mainly concerned with real property law, such compression would make the work somewhat like an equity index, and this, though perhaps a defect in a philosophic treatise on the theory of law, would, in a work of practice and reference such as this, be a positive benefit to the practitioner, who does not want to read the book, but to refer to it. A little dose of what we may be permitted to call "Smith-ism" would greatly improve Mr. Barry.

Again, when speaking of the equitable rules respecting the specific performance of contracts partly performed, Mr. Barry observes, "It may be stated that where possession has been taken, or money expended in improvements, or any substantial act done which could only be referable to an agreement, in such cases a parol contract concerning land may be enforced. After some conflict of opinion, however, it would appear to be settled that payment of part or even the whole of the purchase money will not be considered in the light of part performance."† It would, we think, have been well, not indeed to have enumerated what are the "substantial" acts referred to by him, which might be difficult, but to have given some general definitive description thereof, and a number of familiar instances. His statement, as it stands, conveys no information whatever, while the exception of payment of the purchase-money from the category of substantial acts appears to imply that it is the only exception, which is not the case. Mr. Barry's statement, therefore, both of the general rules relating to part performance as a foundation for a suit for specific performance, and of the exceptions to those rules, is imperfect.

Then again we are told "With reference to crops the result is, that if the case fall within the fourth section there must be a contract in writing, and if it do not fall within such provision, yet there must still be a writing, unless there be earnest or part payment made, or part of the subject-matter of sale be accepted and received by the purchaser."‡ According to this account of growing crops, every contract respecting them, with a few specified exceptions, must be in writing. Mr. Barry of course did not mean this, but only that it must be in writing if the case fall within either the 17th or the 4th section of the Statute of Frauds; this, however, if said simply, and Mr. Barry says no more, would have been bald.

With reference to connecting written documents so as to form a single signed agreement within the meaning of the 4th section of the statute, Mr. Barry observes "Although a signature by both parties is not absolutely necessary to constitute a valid agreement, it is requisite that the names of both the contracting parties should appear upon the memorandum or writing, or upon some writing which can be connected with the instrument forming the agreement."§ He does not, of course, mean to imply that such connection can be established by parol evidence alone. He is express soon afterwards in stating that this connection can be proved only by a reference, such as it may be, in the signed document to the written agreement. But he should be more explicit at once. An author ought always to presume that his reader is unacquainted with the particular point of law of which he is treating, and omit nothing that is necessary to complete the meaning. A book of practice is only consulted for reference *pro hac vice*, and everything is presumed to be stated in it essential to the practical use of what is found there; hence such an observation as the above might prove very misleading. True, Mr. Barry gives, in a page or two afterwards, the simple rule as settled in *Boydell v. Drummond*, 11 East. 242, but as an author

should not rely upon the knowledge of his reader, so neither should he presume his diligence.

The chapter on the particulars and conditions of sale is written in Mr. Barry's happiest tone. He has imported into it most of the useful suggestions contained in Lord St. Leonards' and Mr. Dart's treatises, and added some very valuable suggestions of his own.

His observations on "copyholds" are very judicious and useful. He has imperfectly discussed, however, the legal rules and incidents of a "custom," which is another of the prolific sources of litigation. The practical nature of the work before us, however, no doubt, justifies an incomplete discussion of principles. Mr. Barry coincides in the common opinion that a manor cannot* be created at the present day by the Queen. Although this doctrine is endorsed with the very influential names of Messrs. Scriven & Watkins, yet there appears to us to be no solid foundation for such an extension of the prohibition against subinfeudation contained in the statute *Quia Emptores*. The increase of manors, indeed, is to be deprecated; and we lately heard with much pleasure Lord Justice Knight Bruce observe, with reference to a copyhold case before the Appeal Court, "There cannot be a more conclusive proof of the imperfect nature of our civilization than the existence still amongst us of copyhold law." And there does not appear to be any power anywhere to turn freehold lands into copyhold, but a manor might be created and exist without any copyhold parcels.

Our author has not treated covenants as fully as their importance seems to require. A like observation is applicable to his brief dissertation on conditions. We are left in the dark as to whether a landlord entering for a forfeiture is entitled to the emblements or not. A few brief observations on the recent statutory change of the rule in *Dumpro's case* are the whole of Mr. Barry's commentary on this most important part of his subject. The rules relating to covenants are not all contained in chapter four, but are partly given under the head of "leases." This is an inconvenient arrangement. The rules of covenants are the same no matter in what description of instrument they are contained.

In the chapter on "Creditor's Deeds and Arrangements," Mr. Barry has compressed into a small compass all the most important rules relating to such instruments. He has not, however, pointed out with sufficient clearness the rock upon which so many of such arrangements split. Almost every number of the *Weekly Reporter* contains more than one case where composition deeds are set aside for "inequality," not only in cases where an unfair preference was really given or intended for the executing creditors, but even where the utmost good faith was intended to be observed towards all, but the deed *in se* operated to produce some slight inequality between the relative advantages of assenting and non-assenting creditors. So numerous have been the cases on this point, that it appears to us to be a matter of no slight difficulty to draw a composition deed in any complicated case, or with any special provisions, that will not be voidable. As the Scotch system of bankruptcy administration, in which the creditors administer the assets with little or no intervention on the part of the Court, is likely to be the basis of the long-expected bankruptcy reform, composition deeds will acquire even additional importance in future, and any suggestions respecting them will form not the least useful part of a treatise on conveyancing in general.

With respect to ordinary deeds Mr. Barry does not discern† any wisdom in naming the legal before the equitable owners, or in appending to either a designation of the character in which they act, "as it leads the mind of the reader prematurely to a conclusion which ought properly to be deduced from the recitals."‡ These opinions in favour of confusion of thought scarcely need refutation; Mr. Barry, however, we must add, rarely propounds anything entirely untenable; this view, moreover, appears hardly consistent with his preference of general recitals to the recent practice of dispensing with them. His suggestion not to recite the particular matter contemplated by the deed is very valuable; because "in such case if the operative part be general, it may, nevertheless, be controlled and limited by the recital." There are, however, occasional cases where this is the object of the parties.

The chapter on leases abounds with excellent suggestions, which are the more valuable as good precedents for leases

are as rare as good precedents for agreements. It is commonly thought that besides the operative words "grant and demise," the witnessing part of a lease should contain the words "bargain and sell," and the statement of a nominal consideration having been paid in order to vest an estate in the lessee by way of use before entry. Mr. Barry considers that this extra caution is unnecessary. We may observe in the first place, that the words "bargain and sell" are not indispensable to raise a use, neither is any consideration, in addition to the covenants, necessary for that purpose. Lord St. Leonards, in his *Treatise on Powers*, has expressed an opinion that general powers cannot be reserved in a deed of bargain and sale, because the consideration should have been paid by the grantee at the time of the execution of the deed containing the power. This doctrine is denied in a review of Lord St. Leonards' work in the *Law Magazine and Review* for May, 1862. We consider that any consideration which would render a conveyance "valuable" at common law is sufficient to raise a use, and that the covenants by the lessee are, therefore, adequate for this purpose, without the insertion of a nominal consideration.

And this question is not merely speculative and technical. We have known an instance where trustees in a marriage settlement took only a term of 500 years, and not the fee, although it was intended to vest the fee in them. Having never entered, however, they could not be held to have acquired any title by the Statute of Limitations against the issue of the settlor, who was a tenant in tail, no rent being reserved on the term: 1 Dyer, 51 a (n). Vesting the estate in the lessee, therefore, by way of use, may sometimes be advantageous, and can never operate injuriously. When the lessee or tenant enters, however, he is in by the common law, and not under the Statute of Uses, the general rule of law being that where a party takes an estate at common law, and also by the Statute of Uses, he is conclusively presumed to be in by the common law. This, indeed, is an objection to the double limitation as unnecessary in most cases, though it is not noticed by Mr. Barry.

Our author's observations on "mortgages" are in general very sound and judicious, but when he disapproves of making the first operative part of the mortgage deed to consist of a covenant for the payment of the mortgage-money and interest, which is the course recommended by Mr. Davidson, who is the leading authority on precedents of mortgages, we are unable to follow his reasoning. Now, at any rate, the conveyance is a merely collateral matter; the main point (and therefore that which should come first) is the security for the payment of the debt.

After treating of "partnership deeds and arrangements," and "sales and purchases," Mr. Barry gives an excellent chapter on settlements. He refers to the recent case of *Helps v. Clayton*, 10 Jur. N. S. 1184, which finally established the rule that the lady's solicitor should draw the settlements, but that the gentleman should pay for them. This chapter contains a concise and good summary of the most important rules relating to settlements. Mr. Barry thinks that anyone can change his name without Royal licence, and he is clearly right, though some of the profession seem to think the contrary: see the judgment of Chief Justice Tindal in *Davies v. Llewellyn*, 2 Scott, 71.

The chapters on the Land Registry Act, 25 & 26 Vict. c. 53, and the Declaration of Title Act, 25 & 26 Vict. c. 67, will be found exceedingly useful at the present time, the principle and machinery of these Acts being wholly new to our jurisprudence. Mr. Barry appears to have a very accurate insight into the practice in every department of our real property system.

Although we cannot boast, like Mr. Duval, of having ever read abstracts of title with much pleasure, we have certainly read Mr. Barry's chapter on abstracts and numerous other parts of his work with very considerable satisfaction, on account of the learning, great familiarity with practice, and power of exposition of its author. The treatise, although capable of compression, is the production of a person of great merit and still greater promise.

Trial by Jury, the Birthright of the People of England. London: Robert Hardwicke. 1865.

There is much useful information in this book. The writer has had to tread over ground beaten by the feet of many previous writers. Where Hallam and Forsyth had been before him, he could scarcely hope to say anything very new. But there are times when it is useful to reiterate an old truth, and the foolish attacks which, from time to time,

are made upon "trial by jury" render a defence of that venerable institution not unacceptable. Even its most determined opponents would admit that it works admirably in criminal cases, and if its results are sometimes not quite satisfactory in civil cases, the fault is often as much with the counsel or judge as with the jurors.

The opposition to trial by jury, however, is chiefly the work of mere theorists, and although their crude suggestions occasionally receive a little support from a perverse or unintelligible verdict, they make no way with practical men. The public mind is sound on the subject. There is almost universal assent among all classes to the proposition so well laid down by Blackstone, that "a competent number of upright and sensible jurymen, chosen by lot from among those of the middle rank, will be found the best investigators of truth, and the surest guardians of public justice." The best judge in the world may be, perhaps quite unconsciously, warped by prejudice or passion; but except in rare cases—as, for example, when the popish plot panic swept over England—it is next to impossible that twelve individuals, selected at hap-hazard, should all be affected with the same prejudices and the same passions. Their habits of mind, their religion, their political opinions, will all be different, and this very discord upon other questions will insure an impartial consideration of those under discussion. We can imagine what sort of justice or injustice Mr. Whalley would deal out to Dr. Manning. But if Mr. Whalley was on a jury with Mr. Hennessy, Dr. Manning would be likely to obtain his deserts.

Trial by jury, then, is certainly worth preservation, and Englishmen are not disposed to abandon what is emphatically their "birthright" for a mess of pottage consisting of the random schemes of utopian doctrinaires. But it is threatened by another danger much more formidable than the arguments of dreamers. "Every new tribunal," says one of our greatest legal writers, "erected for the decision of facts without the intervention of a jury is a step towards establishing autocracy. It is, therefore, a duty which every man owes to his country, his friends, his posterity, and himself, to maintain to the utmost of his power this valuable constitution in all its rights; to amend it wherever it is defective; and, above all, to guard with the most jealous circumspection against the introduction of new and arbitrary methods of trial, which, under a variety of plausible pretences, may in time imperceptibly undermine this best preservative of English liberty." We should do well to keep these weighty words in our remembrance, and watch with anxious jealousy all legislative changes, which, under the guise of "reform," may tend to impair "the grand principle of Saxon polity, the trial of questions of fact by the country."

The work before us has been written chiefly with a view of impressing the public with the necessity of vigilance in this respect. The author does not fail to give an example of perils, which he thinks are to be apprehended. Some years since Sir Cresswell Cresswell, in contravention it is argued, of the "vested right of every heir at law by the Common Law," held that a person applying for a declaration of status under the "Legitimacy Declaration Act" of 1858, was not, where no question of property was directly involved, entitled as of right to a jury. The writer attacks this ruling of the late learned judge ordinary with great eloquence and vigour. He trusts it will not be drawn into a precedent. To follow him through the arguments he adduces would occupy too much of our space. We must, therefore, content ourselves with referring our readers to the book itself, which is evidently the production of one whose range of general reading is wide, and whose legal learning is considerable.

COURTS.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner GOULBURN.)

July 8.—*In re the Hon. Richard Augustus Bethell*.—This bankrupt was described as of 45, St. George's-road, Pimlico, and of Stanmore, Middlesex, barrister-at-law. The adjudication was made a short time ago, on the petition of a creditor, Mr. Attenborough, pawnbroker, of Charlotte-street, Fitzroy-square. Consequent upon this the bankrupt applied for and obtained his release from custody.

This was the sitting for proof of debts and choice of assignees. The liabilities of the bankrupt have been roughly estimated at £25,000.

Mr. Chidley and Mr. Lawrence appeared for creditors; Mr. Bagley and Mr. Sargood for the bankrupt.

Mr. Chidley stated that the bankrupt was in attendance, and would come into court if necessary.

Mr. Lawrence said he did not expect to get any information from him, but he wished to examine the creditor as to the terms of the contract.

Mr. Graham, the official assignee, observed that the account embraced transactions to the amount of £25,000. The claim appeared to be for "differences."

Mr. Chidley said it was impossible for stockbrokers to attend on a Saturday.

The proof was ultimately admitted, subject to further examination.

Mr. Chidley tendered a proof, by Mr. Welch, the Registrar of the Leeds Bankruptcy Court, for £1,089 for money lent and advanced to the bankrupt for his use.

Mr. Lawrence said that was not a proof which ought to be put forward to affect the choice of assignees, and he was surprised that it was tendered at all. He should require the creditor to be examined.

Mr. Chidley said in that case he should ask for an adjournment of the sitting.

Mr. Lawrence did not object to that, but should certainly oppose the admission of Mr. Welch's proof, after what had come before the public, on the ground that the money was advanced for an improper consideration.

The proof stood over.

Mr. Chidley objected to Mr. Yates's proof (£960), on the ground that he held a security in the shape of a policy of insurance for £1,100 on Mr. Bethell's life in the Pelican office.

Mr. Lawrence said that Mr. Yates was willing to give up his security.

Mr. Chidley said that was not enough. He should require the presence of Mr. Yates, to be examined in reference to his claim.

The Registrar did not think that ground had been shown for adjourning the proof, and that he should admit it.

Mr. Chidley said he should take the opinion of the commissioner upon the point.

A proof by Sir Richard King on a bond for £1,000 was admitted without opposition, as was one for £500 by the representatives of the late Mr. Heager, of Portsmouth. Mr. Robert Attenborough, of Charlotte-street, proved for £107; and Sir William Foster for £545.

Mr. Lawrence, finding that Mr. Welch's proof for £1,089 would affect the choice, said he should not object to the adjournment of the choice.

Ultimately the sitting was adjourned until this day.

(Before Mr. Commissioner HOLROYD.)

July 7.—*In Re T. Goodman*.—This was a sitting for examination under the bankruptcy of Timothy Goodman, scrivener and solicitor, of Warminster, Wilts. The adjudication in this case was obtained upon the petition of creditors, and the act of bankruptcy alleged was the execution of an assignment for the benefit of creditors. In the first instance the bankrupt, through his agents, Messrs. Gregory & Co., gave notice disputing the adjudication, but he afterwards submitted to it, and surrendered. No statement of accounts has been filed, but the debts are believed to be considerable, many of them being in respect of money deposited in the bankrupt's hands, at interest; the assets are very problematical.

At a sitting held to day, the bankrupt did not appear, and Mr. E. R. Randall, originally solicitor for the petitioning creditors, and afterwards the solicitor for the assignees, stated that he believed he had gone abroad.

Mr. Commissioner HOLROYD adjourned the sitting for examination *sine die*, and directed the usual proclamation of outlawry to issue.

(Before Mr. Deputy-Commissioner WINSLOW.)

July 8.—*In re William Coney*.—Mr. Nicholson appeared in support of a rule calling upon Mr. Sydney Mayhew, of 26, Carey-street, Lincoln's-inn, solicitor, to show cause why he should not file his accounts as assignee of the bankrupt William Coney, and why he should not pay the costs of the application. In support of the rule an affidavit was produced, made by Mr. Boyer, one of the creditors, who swore that he had been informed and believed that Mr. Mayhew had realized the estate of the bankrupt, and that the same

amounted to considerably more than would pay the claims of all the creditors in full. The sale took place on the 8th December, 1864, by private auction, and no account had been filed by Mr. Mayhew of his receipts and expenditure.

No cause being shown,

The Court made the rule absolute.

—*In re Elliott*.—Mr. Reed appeared to oppose the application of the bankrupt for his release from custody, but the case did not appear in the notices of the day, and upon inquiry it was ascertained that the bankrupt had come up yesterday, and had obtained an unopposed order.

Reference being made to the file of proceedings, it appeared that, according to the affidavit of service, notice had been given for the 7th, but Mr. Reed produced the notice for the 8th, and added that in another case, in which he had intended to oppose, the bankrupt obtained an unopposed order for release upon an affidavit of service for a particular day, the truth being that no notice whatever had been given.

Mr. Deputy-Commissioner WINSLOW asked whether the "notices" in each case were alleged to be given by the same firm (Mr. Francis Hill).

Mr. Reed thought not; he said it was clear that a trick had been practised. It so happened in this case that the bankrupt was in custody for damages recovered in an action for false imprisonment, and the Court had therefore no power to order his release.

July 10.—Mr. Francis Hill and one of his clerks appeared and stated that the error had arisen "in copying," and that it had been intended to give notice for the 7th.

It subsequently appeared that one of two debts due to the detaining creditor, was excluded from the three day statements, and

The Court, without notice to the bankrupt, dismissed the petition.

GENERAL CORRESPONDENCE.

THE EXAMINATION QUESTIONS.

Sir,—It has of late become the fashion after any examination of more than ordinary difficulty for a general outcry to be made by those students who are preparing for their examinations, and who are naturally rendered rather nervous by the contemplation of the difficulties in waiting for them, against the unfair nature of the questions asked. It is not my intention to say anything in favour of or against such grumblers. I merely make the observation, because the examiners may have become so accustomed to complaints of this kind, that in despair of being able to please all, they do not trouble themselves to profit by those suggestions which are really worthy of notice.

I cannot, however, let the present opportunity pass without venturing to offer a suggestion regarding the nature of the questions frequently put by the examiners, which I conceive, if acted upon, would be not only quite consistent with the object of these examinations, but only a matter of fairness to the students who have to prepare for them, viz.:—That questions respecting the time for taking minute steps in an action or suit and other matters of detail of a like nature, are not fit subjects on which to test the knowledge of a student in the principles of our laws, and the machinery provided for their application to practice. The being able to answer questions of that kind is simply a test of the memory, and to make it necessary for a student to "grind up" such trifling details is not calculated to make the examinations so useful as they would be if they were confined more to questions which should test the reasoning faculties rather than the bare memory. It is easy, for instance, for a man who knows no law to remember that ten days are allowed for giving notice of trial; but to be able to explain the operation of the Statute of Uses requires, it will be readily perceived, a considerably greater amount of reading.

I conceive, therefore, that a general acquaintance with principles and their application to practice, constitute the knowledge which should suffice to qualify any young man of ability to take his place among the ranks of the profession, without compelling him to load his memory with trifling matters of detail for which every attorney in practice consults his "Chitty."

FAIRPLAY.

[It should not be forgotten that in actual practice more costs, ten times over, are incurred by blunders or slips of detail in the conduct of the action or suit than by bad ad-

vice on matters of principle. A really good practitioner is ordinarily a much better man to intrust with your case than the soundest lawyer, who, after all, in matters of law, seldom relies solely on his own opinion.—*Ed. S. J.*

TAPLING v. JONES.

Sir,—The great case of *Tapling v. Jones* has settled the law as to lights and obstructions, &c., giving a result which, if not quite satisfactory to all, must, at any rate, be so to the lawyers who have been perplexed by the previous conflicting decisions on the subject.

I observe all the lords agree that the opening of a window overlooking a neighbour's land is a perfectly lawful act. Now the law recognises a *property* in the air over a man's land, and an adverse title to that "*property*" can be gained by a stranger if he opens a window for twenty years; previous to the expiration of the twenty years the "*property*" was in the owner of the land, but the "*possession*" (as it were) was in the "*man with the window*." *Quære*, is not a man, who takes possession of another's property, a "*trespasser*?" If a man holds adverse possession of land for twenty years he becomes legally entitled, but before the twenty years expired he was clearly a *trespasser*; and observe that Lord Cranworth distinctly tells us "there is no difference in principle between a trespass on the soil and any other trespass."

Manchester.

ARTICLED CLERK.

[We have more than once already pointed out that the right to light and air is an "*easement*." It is of the essence of an easement, that it should be a right of some description in the property of another. This, we conceive, completely disposes of our correspondent's difficulty.—*Ed. S. J.*]

SYMONDS v. GEORGE, 13 W. R. 922.

Sir,—How was the deed "*registered under the Act*" if the assent of creditors under section 192 was not obtained.

Maidstone, July 9.

L. D.

THE LORDS JUSTICES.

Sir,—The author of the paragraph which was inserted in the *Times* of Thursday, from the *Pall Mall Gazette*, is misinformed as to the object for which the Act constituting the court of the Lords Justices was introduced.

That measure was brought forward on account of the general conviction which was entertained of the impossibility of any one person properly discharging the various duties of the office of Lord Chancellor; and not, as suggested, from any personal considerations connected with Lord Truro. The evils arising from the Lord Chancellor having to divide the whole of his time between the House of Lords and the Court of Chancery, and being unable to attend to his other duties, had long been felt. It was to remedy these that the bill establishing the Lords Justices was introduced, and it has been generally acknowledged that great credit is due to Lord Truro and the Government of which he was a member for this successful act of legislation. It is therefore unjust to attribute the introduction of the measure to any doubt as to Lord Truro's efficiency as a judge in equity. But as the writer of the article in the *Pall Mall Gazette* impugns this, I may be allowed to quote the words of Lord Lyndhurst, who, in the House of Lords on the 14th of March, 1856, when speaking of Lord Truro's judgments both at common law and in equity, said "that they had always been considered masterpieces of learning and argumentative disquisition." A fact worth mentioning is also stated in the preface to a legal work lately published—that only one of Lord Truro's judgments was appealed against, and that one was confirmed. JUSTITIA.

July 11.

RAILWAY RESPONSIBILITIES.

Sir,—As a great many lawyers, and I know some of your subscribers, make use of the London, Chatham, and Dover line, the enclosed correspondence may not be uninteresting.

If you can find space for it its insertion will oblige,

Temple, July 12, 1865.

ALEX. MARTIN.

I.

Temple, London, E.C., 1st July, 1865.

Sir,—I was, last evening, on the platform of your station at Ludgate, at 5 minutes to 7 p.m., in order to start for Clapham by the 6.58 train, due at Clapham at 7.22.

That train did not start, nor did the 7.12 p.m. train start as advertised, but some train started at 7.19, and reached

Clapham Station at 8.30 p.m., five miles in one hour and a half.

After waiting at the Elephant and Castle about ten minutes, one of your officials shouted to the driver "why the devil don't you go on," and on he went, which may be an approved, but is certainly a new, way of starting a train.

Now what I have to complain of is this—the public are hurried away from their pursuits and avocations to keep your time, and you keep whatever time you please, or no time.

I maintain that you have no right to advertise to run three or four trains an hour when you cannot do it, and so cause an accumulation of persons on the platform, the strongest of whom take possession of the carriages without any distinction, and the weakest are left behind.

These instances are not solitary, but numerous and repeated, and I am determined, on public grounds, to try and do something to remedy the evil.

I, therefore, hereby demand one guinea for my loss of time and the inconvenience I was put to last night. I do not mean to put the money into my pocket, but to pay it to some poor-box at a police-office.

If you refuse to pay this, I will try the question with your company, notwithstanding your 10th General Regulation.

I am, Sir,

For BRUNDRETT, SELF, & RANDALL,

Your's obediently,

ALEX. MARTIN.

To J. S. Forbes, Esq., General Manager,
London, Chatham, and Dover Railway,
Victoria Station, Pimlico, S.W.

II.

London, Chatham, and Dover Railway, General Manager's Office, Victoria Station, Pimlico, S.W.,
July 5, 1865.

Sir,—I beg to acknowledge the receipt of your note of the 1st instant, and am extremely sorry to find that you were put to any inconvenience or delay on Friday last. This arose, I can assure you, from circumstances entirely beyond our control. The day was the last of the Handel Festival.

The Brighton Company were excessively busy running many extra trains, and, as the trains of that company, our own, and those of the Great Western, have only one line of rails to come into Victoria, and one to go out on, you may easily imagine that on very busy days some irregularity is sure to arise. The control of the line between Stewart's-lane and Victoria is vested by Act of Parliament in the Brighton Company, and none of our trains can work between those points without the permission and signals of the Brighton people. It frequently happens that our trains are delayed fifteen or twenty minutes, and even more, in getting over that mile and a-half of ground, and I need not tell you that if trains are not allowed to arrive at Victoria in proper time they cannot, of course, leave punctually. The result is similar irregularity at Ludgate.

This interruption to our traffic has become so intolerable, that, in order to get rid of it, we are spending nearly a million of money in widening the approaches to Victoria Station, and building a new bridge over the Thames so as to have an independent access.

This is the strongest proof I can give you of our desire to perform our service to the satisfaction of our passengers, but it will be some time before these large and expensive works are completed. In the meantime we do the best we can, and I can assure you that the directors and myself feel quite as sensible as the public of the desirability of removing all cause of complaint.

I regret that it is impossible for me to recognise your demand of one guinea for loss of time, but as you will see we are working under tremendous difficulties, not of our own creation, and which we are powerless to remove, and we cannot admit that we are responsible for the result.

I am, Sir, your obedient Servant,

J. S. FORBES, General Manager.

A. Martin, Esq.,
10, King's Bench-walk, Temple, E.C.

III.

Temple, London, E.C., 8th July, 1865.

Sir,—I have to thank you for your letter of the 5th, which is obliging, but unsatisfactory.

You admit on the face of your own communication that it is perfectly impossible for you to issue anything like a time-bill,

in the true sense of the word, and yet you continue, and will continue to deceive the public until "your large and expensive works are completed," whenever that may be, and the "tremendous difficulties" are overcome, which for "some time" you are powerless to remove."

Now, if after your explanatory letter to me, I, as an individual, am foolish enough to travel by your trains in future I know what I have to expect, and shall have no right to complain; but as your company have not the candour to acquaint the public of the true state of things by putting the matter prominently forward by notice at the Stations, but try to shelter themselves under a "regulation" which not one person in fifty reads, or has ever heard of, and which I thoroughly believe to be of no legal effect, I will certainly try whether such a one-sided contract can be supported at law.

You seem to reduce things on your line to this state:—I am to go on to your platform, as I would go into the street for a cab, on the chance of finding a conveyance. If there is one going, so much the better for me, if not, I may wait till I can be picked up; but there is this difference, if I do not find a cab, I do not pay, but if I do not find a train, you have my fare beforehand.

If this state of things is to be allowed to continue, there is an end of all justice.

I take up this case on public grounds alone, and I shall try to make it public in every way I possibly can.—I am, sir, your's obediently,

ALEX. MARTIN.

J. S. Forbes, Esq.

BARON AND FEME.

Sir,—A person possessed of freehold and copyhold estates died intestate, leaving A., his granddaughter, who is under age, his heiress-at-law.

A. has married B. without making any settlement; can B. give any security for an advance while his wife is under age?

What are B.'s rights (if any) in A.'s property now?

LORD WESTBURY'S CASE.

Sir,—In your remarks in your last number, with reference to the retirement of Lord Westbury from the Chancellorship, you quite ignore the real grounds of complaint which caused that retirement. I cannot see how it can be said with truth that "the House of Commons affirmed the vote of censure on Monday, because the country is tired of seeing all the best church livings in the hands of sons and sons-in-law of bishops; every snug mastership filled by the son or nephew of a chief justice; every well-paid and non-responsible office of every kind in the profession of the family or friends of the patron." There can certainly be no good objection to bishops filling up the church livings, and judges the masterships, in their gifts, by the appointment of their relatives and friends, *provided that the recipients of those offices are properly qualified to fulfil the duties of them.* Lord Westbury retired because the circumstances of the late scandal showed "a laxity of practice and want of caution with regard to the public interests on the part of the Lord Chancellor in sanctioning the grant of retiring pensions to public officers against whom charges were made, which, in the opinion of this House, is calculated to discredit the administration of his great office." I do not wish to refer more particularly to the painful facts elicited by the late inquiries, but I cannot allow your assertion to pass unchallenged. I trust to your sense of fairness for the insertion of this.

July 11.

M. J. H.

[We feel bound to insert this letter; but we do not think that any further light is thrown upon the question by a rescript of the words of the resolution of the Commons. The case would never have been, in our opinion, taken up or investigated at all, had it not been "the last straw" of the proverb. For many years there has been a gradually accumulating public indignation at the systematic abuse of public patronage which has prevailed, and Lord Westbury has, in our opinion, been selected as an example, "*pour encourager les autres.*" It was in this sense, and "not further or otherwise," that our remarks were intended.—Ed. S. J.]

WILLS.

Sir,—I ask leave to say a few words in your journal as to the "Prerogative Courts," to which you lately alluded. This subject is deserving of consideration, but it requires to

be understood by your readers. What was originally the Prerogative Office is now the London Registry, all the business of the old Prerogative Court being transferred to her Majesty. The old office remains, ill adapted as it is to the requirements of the present day and the convenience of the public. Many reforms are wanted at this office, and this is a suitable opportunity to say a little on the subject in your paper.

1. As to the Transcript of Wills. Beyond all question the books in which searches are made are not easily readable except by lawyers. This renders it necessary to employ a reader, and, I may say, yields considerable emoluments to such person. One is always on the spot, and, I must remark to his credit, is invariably courteous, and not unfrequently kind and considerate to the illiterate. Still, as is suggested, the evil is one which has long called for attention, and perhaps this letter may catch the eye of the Judge-Ordinary or of some law reformer. One advantage of printing would be that transcripts might be had, not only at the London Registry, but at the local registries. The practice might be assimilated to that of the Blue-books at the Patent Office, which are sold at a trifling cost, as is now pretty generally known. What is the objection? Really I know of none. The only difficulty is a contest with antiquated notions.

2. As to the Probates of Wills. This is an important branch of the subject, and I call the attention of commercial men to it. It is well known that the present system of engrossing Probates is useless as well as expensive to representatives of deceased persons. Why should not an official print be sufficient? No lawyer will suggest an obstacle, though his profits may be a little affected by the alteration. For all purposes a print will be more readable, both for judicial and commercial purposes—yes, and even for registration at the Bank of England. An Act will, as I believe, be necessary, and when the subject is brought before Parliament other matters requiring attention may be mentioned, and I will bear this in mind. Possibly, some may feel that their suggestions are inroads on the privacy of a man's will, which is regarded as a species of "domestic legislation." This is so, no doubt, but is this a substantial objection? I venture to say that it is not. We must follow the times and adapt ourselves to them as well as we can.

A new building, sir, is sadly wanted. The public coffers are well filled—why not have one? The "Palace of Justice scheme" will not interfere with this. Wherever our courts of justice may be located, Doctors Commons is a convenient place for the London Registry.

J. CULVERHOUSE.

6, Culmore-terrace, Peckham, June.

SCOTLAND.

COURT OF SESSION—FIRST DIVISION.

"Saturday Review" v. *Mrs. Longworth Yelverton*.—The proprietors of the *Saturday Review* presented a petition for leave to appeal to the House of Lords against the recent judgment of this division, sustaining the jurisdiction of the Court in the action of damages for slander at *Mrs. Longworth Yelverton's* instance against them, in respect of funds arrested in the hands of Blackwood & Sons, and Edmonstone & Douglas *jurisdictionis fundandæ causâ*. On the petition standing in the summer roll, the Lord President asked if there was any objection to leave being granted.

The Lord Advocate stated, on behalf of the pursuer, that he objected to the delay which would be caused by an appeal. The case would be ended by a jury trial before the House of Lords would meet next session. Moreover, the petitioners stated that they "are about to appeal," obviously whether they obtain leave or not, and that they had presented the present petition only "in order to avoid any question as to the competency."

The Lord President observed that he had been struck with these expressions in the petition for leave, and asked the Solicitor-General what they meant.

The Solicitor-General said that he believed it had been settled before the Scots Mines appeal had been rejected, on the competency by the House of Lords, that a question as to jurisdiction was appealable without leave, and that on the event of leave being refused, he should so maintain to that House; but that it had been considered expedient to apply for leave in order to avoid raising the question of competency. On the merits of the petition he submitted that there were reasonable grounds for an appeal, and that the Court on this

account should allow it. After some further observations and a brief consultation of the judges,

The Lord President said that leave to appeal was sought under the Act 43 Geo. III., c. 151, s. 15, which enacts, "That hereafter no appeal to the House of Lords shall be allowed from interlocutory judgments; but such appeals shall be allowed only from judgments or decrees on the whole merits of the cause, except with the leave of the division of the judges pronouncing such interlocutory judgments, or except in cases where there is a difference of opinion among the judges of the said division." The purpose of that enactment was to prevent appeals in the course of a litigation, unless there was special cause shown for allowing an appeal. No special cause had been shown in this case. Nothing had been stated that could not be stated regarding most interlocutors in the course of most litigations. He was for refusing the prayer of the petition, and that was the unanimous opinion of the Court.

The petition was refused, with expenses.

Petitioner's counsel—Solicitor-General, Mr. A. R. Clark, and Mr. A. B. Shand. Agents—Messrs. Morton, Whitehead, & Greig, W.S.

Respondent's counsel—Lord Advocate, Mr. Campbell Smith, and Mr. J. F. MacLennan. Agent—Mr. James Somerville, S.S.C.

IRELAND.

OFFICIAL PRIVILEGE.

In the course of an action for libel (*O'Sullivan v. Walsh*), at trial before the Lord Chief Baron, and a special jury, the following incident occurred:—

The Right Hon. Maziere Brady, Lord Chancellor of Ireland, was called. His lordship was examined by Mr. Dowse, Q.C.—May I ask did your lordship receive a letter from Mr. John Joseph O'Sullivan, the plaintiff, on or about the 22nd of March, 1864?—I did.

May I ask your lordship to produce that letter?—Any letter of Mr. O'Sullivan's I have no objection to produce. [His lordship here handed in the letter in question.]

Mr. Dowse.—I propose now to ask Mr. O'Sullivan if that letter is in his handwriting. Is that letter in your handwriting, Mr. O'Sullivan?

Mr. O'Sullivan.—It is.

Mr. Dowse.—The letter, my lord, is dated from Mount Florence, 22nd March, 1864, and is as follows:—

Mr. Morris, Q.C.—I object to the letter being read.

Mr. Dowse.—Well, I will ask his lordship did it contain any enclosure?

The Lord Chancellor.—It did, two enclosures.

Mr. Dowse.—I have to ask Mr. O'Sullivan were those enclosures in his handwriting?

Mr. O'Sullivan.—They were.

Mr. Dowse.—May I ask you, my lord, whether in consequence of that letter you communicated with Mr. Walsh, the defendant?

The Lord Chancellor.—I directed my secretary to do so.

Did you in reply receive a communication from Mr. Walsh?—I did.

A reply?—Yes.

Will your lordship produce it?—I decline to do so; I refused before in the Court of Queen's Bench, and I decline now.

May I ask your lordship this question: Did you direct any document you received from Mr. Walsh to be transmitted to Mr. O'Sullivan?—I object to that question also.

Mr. Dowse.—I appeal to the Lord Chief Baron if the question is objectionable?

The Lord Chief Baron.—Did you transmit the document by virtue of your authority as charged with the supervision of the magistracy?

The Lord Chancellor.—Any direction I gave was as charged with that authority, and as Lord Chancellor.

Mr. Dowse.—May I ask your lordship if it is in consequence of your authority as Chancellor that you refuse to produce the documents or on the ground of public duty?

The Lord Chancellor.—The correspondence arose in consequence of a complaint sent to me by Mr. O'Sullivan as a magistrate.

Then your lordship consider the papers privileged on ground of public policy.

The Lord Chancellor.—On the ground of public duty, and I should peril that duty immensely if I produced the documents, or allowed them to be produced except for the purpose of my own satisfaction. I could not carry on any investigation safely if I were bound to produce such correspondence, and I would refuse to do so.

The Lord Chief Baron.—On the ground of public duty, and by virtue of the functions of your office, you refuse to produce the documents?

The Lord Chancellor.—Precisely; I obtained them for my own satisfaction as Chancellor, and not to be used otherwise.

Mr. Dowse.—Then it is on general grounds you refuse to produce it?

The Lord Chancellor.—On general grounds. It is my duty to call upon magistrates for an explanation if a complaint is made against them, and if I were to ask for that at the peril of its being demanded afterwards I would refuse to ask it, and I should thereby abandon my functions. I always consider those explanations made for my own satisfaction solely, and I would refuse to give them to the opposite party as well as to produce them in court.

Mr. Dowse, Q.C., tendered a copy made by Mr. O'Sullivan of a letter of Mr. Walsh to the Lord Chancellor, which had been sent to Mr. O'Sullivan, and which, after having taken a copy of it, he returned. The learned gentleman sought to read this letter.

The Chief Baron decided that this could not be done, as it would render nugatory the decision of the Court against the production of the original by the Lord Chancellor on the ground of public policy.

The case terminated in a verdict for the plaintiff, with £300 damages.

LANDLORD AND TENANT—IMPORTANT CASE.

The case of *Archbold v. The Earl of Howth*, at hearing for three days before the Chief Justice of the Common Pleas and a special jury, was an action brought to recover damages for a breach of agreement on the part of the noble lord in not giving the plaintiff a lease of certain lands on the Lusk estate, as he had, by his agent, agreed to do. The plaintiff held about eighty acres of land from Lord Howth, who in the year 1857, in consequence of having expended a considerable sum in thorough drainage, raised the rent twenty per cent., at the same time giving the tenants leases. Archbold neglected to take out a lease, and not being punctual in the payment of his rent he was ejected from his holding, whereupon he instituted the present action.

Mr. Butt, Q.C., addressed the jury on the part of the noble defendant, and Mr. Whiteside, Q.C., replied on the whole case in a forcible and eloquent speech.

The Chief Justice then charged the jury, who found for the plaintiff, £1,000 damages and 6d. costs.

This is the largest amount of damages that has been awarded for many years in any of the Irish courts.

LECTURE BY MR. ISAAC BUTT, Q.C.

Mr. Butt, Q.C., M.P., delivered a lecture in the theatre of the Mechanics' Institute, Dublin, on the Origin of Municipal Institutions. There was a large and highly respectable attendance.

The Lord Mayor was called to the chair.

Mr. Butt, who was loudly cheered, delivered a highly interesting lecture on the subject announced. He gave an eloquent history of the trades associations, or guilds, directing the attention of his audience to the artisan associations of the Italian cities, especially those of Florence and Milan. In glowing language he pointed out how they asserted the freedom of their cities, and advance art, literature, and science. Wherever they flourished wealth most increased. But he impressed upon his audience that wherever these results were achieved the artisans were industrious and attentive to their business, and thus laid the solid foundation of their country's greatness. He concluded with an eloquent panegyric upon the dignity of labour and an appeal to the Irish artisans to be steady, careful, and industrious.

FEES IN THE COMMON LAW COURTS.—An Act of Parliament has just been issued, under which the fees payable in the superior courts at Westminster, and in the offices belonging thereto, are to be collected by stamps from and after the 31st December, or at an earlier period, as the Treasury, with the concurrence of the judges, may appoint.

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

JUDGMENT AGAINST ROSA BONHEUR.

The Imperial Court of Paris has just heard an appeal against a judgment of the Civil Tribunal of Fontainebleau, in an action brought by M. Pourchet, of Lyons, against Mdle. Rosa Bonheur, for breach of contract. In December, 1860, the artist engaged to deliver to M. Pourchet a painting to be executed expressly for him at the price of 10,000fr. As the work was not sent at the specified time, M. Pourchet wrote to complain of the delay, and a long correspondence ensued, which ended in the absolute refusal of Mdle. Bonheur to fulfil her engagement. M. Pourchet then commenced legal proceedings, and demanded 15,000fr. damages for breach of contract; but the tribunal rejected this demand, and condemned the artist to deliver the painting within six months, under a penalty of 20fr. for every day's delay beyond that time. Against this judgment Mdle. Rosa Bonheur now appealed, and repeated her refusal to deliver the painting. After hearing counsel for both parties the Court quashed the judgment; and, trying the case on its merits, condemned the appellant to pay M. Pourchet 4,000fr. damages, with all costs of suit.

SOCIETIES AND INSTITUTIONS.

INCORPORATED LAW SOCIETY OF THE UNITED KINGDOM.

REPORT OF THE COMMITTEE.

(Continued from p. 815.)

LAW REPORTING.

The Bar Committee on Law Reporting communicated to the council their report on this very important subject in December last.

Founded on that report, a scheme was proposed which received the approval of a general meeting of the bar.

It was recommended that a series of Law Reports should be placed under the general management and control of a council composed of the following persons—the Attorney-General, the Solicitor-General, and the Queen's Advocate; two to be appointed by each of the societies of Lincoln's-inn, Middle Temple, Inner Temple, and Gray's-inn; one by Serjeant's-inn, and two by the council of this society.

It was proposed to divide the reports into—

1. Appellate; comprising the House of Lords and Privy Council cases.
2. Chancery; including bankruptcy appeals and lunacy.
3. Common Law; including the probate, matrimonial, admiralty, and ecclesiastical courts.

The council of this society having given the subject full consideration, expressed to the bar committee their approval of the objects and general principles of the scheme, and nominated two of their body to act on the proposed Council of Law Reporting, along with the Attorney-General, the Solicitor-General, the Queen's Advocate, and two benchers of Lincoln's Inn, two of the Inner Temple; and two of the Middle Temple.

As it is a part of the scheme that the office and other expenses of the Council of Law Reporting, not exceeding £500, should be guaranteed by the Inns of Court, the council considered it to be only just and proper that the Incorporated Law Society should join in the guarantee in the same proportion as the inns of court, who might be represented by two members on the intended council. It is, however, understood that in giving this guarantee, the amount for which this Society will become liable is not to exceed £150 per annum, and that its continuance shall be made the subject of consideration at a period not later than two years from the time when it was given.

The Council of Law Reporting afterwards issued an address inviting the profession to become subscribers to the proposed reports, and copies of the address were sent by the council of this society to the members, with the expression of a hope that the reasons given in the address would convince solicitors of the advantages of the proposed plan, and that it would have the support of all branches of the profession.

The views entertained by the council of this society on this subject have been already made known in the form of

some observations which were printed in the appendix to their last report.

THE EXAMINATIONS.

The council feel that a proper educational test, such as is afforded by an examination before articles, has led the public to regard the profession of a solicitor in its true light, viz., that it is a liberal and honourable one, and such as the well-educated man would desire to enter. It is manifest, from the experience afforded by these examinations, that the young men who now present themselves belong for the most part to a class of society, and are educated in a manner which justifies the council in entertaining a sincere conviction that the institution of this examination will, in course of time, effect that improvement in the tone of the profession which has been so long and anxiously sought.

The result of these examinations during the past year may be thus shortly stated:—From July, 1864, to May last, 444 candidates passed and 64 were postponed. Examinations have been held in the hall of the society, and at Birmingham, Bristol, Cardiff, Chester, Durham, Exeter, Leeds, Lincoln, Liverpool, Manchester, Newcastle-upon-Tyne, Plymouth, Swansea, and York.

The Council are glad to find, from representations made by the examiners, that the greater proportion of the candidates at the Intermediate Examination have acquitted themselves in a manner deserving the greatest credit; and they sincerely hope that its establishment will eventually operate as an incentive to article clerks to acquire a competent knowledge of their profession.

412 candidates have entered for this Examination since Trinity Term 1864, of whom 383 passed and 29 were postponed.

It is to be regretted that the final examination should, in point of merit on the part of the candidates, contrast unfavourably with the intermediate examination. Such is, nevertheless, the case; but, as the majority of the candidates already finally examined have not been subjected to any intermediate test, it is confidently hoped that the uniform excellence displayed at the last-named examination will in future be extended to that for admission after the full period of service has expired. The result of the final examination is as follows: From Michaelmas Term, 1864, to Trinity Term, 1865, inclusive, 544 candidates were examined; of whom 493 passed and 51 were postponed.

The list of those gentlemen who obtained honorary distinction will be found in the appendix to this report.

On the subject of examination the council refer with much pleasure to the solicitude of Mr. Timpron Martin, a solicitor in Liverpool, for the improvement of his own branch of the profession.

This gentleman, being desirous of facilitating the acquisition of legal knowledge amongst article clerks in his own town, has generously handed to the society a sum of 200 guineas, for the purpose of providing a gold medal for Liverpool students. This sum has, at the request of Mr. Timpron Martin, been invested in the name of the society in the purchase of £237 12s. 6d. consols, the interest of which will be available for the prize. The regulations under which the prize is to be awarded will shortly be made known.

In their last report the council referred to a case pending before a master of the Court of Queen's Bench, upon the application of an article clerk for examination and admission.

The evidence adduced before the master disclosed acts of serious misconduct on the part of the clerk, in which other persons examined on the inquiry were more or less involved.

The master having reported that in his opinion the applicant ought not to be admitted into the profession, the Court refused the application.

LAW CLASSES.

At the annual general meeting of the members of the society, held on the 30th June, 1863, a resolution was passed, "That it be referred to the council to report upon the expediency of instituting law classes, in addition to the courses of lectures annually delivered to students in the hall of the society."

The council have since received memorials numerously signed by article clerks both in London and in the country, to which are appended extracts from various legal periodicals, and letters from judges, professors, barristers, and solicitors on the subject, in which a general concurrence of opinion is expressed in favour of law classes.

From the first institution of the society the council have felt it to be their duty to employ the means at their disposal for such purposes as (following the words of the Charter), might assist "in promoting professional improvement, and facilitating the acquisition of legal knowledge;" and, having given the subject very careful consideration, the council have agreed to report to the members at the general meeting that, in their opinion, it is expedient that law classes should be instituted in addition to the lectures annually delivered.

The council have accordingly prepared the scheme set forth in the appendix to this report, which they recommend to the meeting for adoption.

The experience of a few months will enable the council to judge whether it is desirable that the scheme of these classes should be continued, with or without any modification.

USAGES OF THE PROFESSION.

The questions submitted to the decision of the council with reference to professional usage since the last annual meeting have not been so numerous as in some former years. Those, however, which have received consideration relate to—

Preparation of abstracts.

Custody of deeds.

Costs of petition under the Act 11 Geo. 4 and 1 Will. 4. c. 65.

Expense of a Commission to take an Acknowledgement in Ireland—of making a Surrender under a Deputation from the Steward of a Manor—and of Executing such Commission and Deputation.

It should be observed that it is a rule of the Council to consider such questions only as are submitted by solicitors who agree to abide by the decision given.

MATTERS RELATING TO ATTORNEYS.

Several complaints have been preferred against members of the profession for misconduct since the last annual meeting, to which the council have given careful consideration. In two instances rules have been made under which the names of the attorneys have been removed from the roll, and in another, the rule has been enlarged until Michaelmas Term next.

In some other cases submitted to the council, a similar punishment might have been inflicted, if the attorneys complained of had not made some restitution to the persons aggrieved.

The council have also appeared upon several applications for re-admission, and renewal of certificates by attorneys and solicitors, where circumstances rendered it necessary that in the interest of the profession the application should be opposed.

AFFAIRS OF THE SOCIETY.

At a special meeting of the society held on the 2nd August last the council received the requisite authority to enable them to raise a sum of £7,000 on security of the society's property, for the purpose of completing the purchase of a space of ground comprising the site of the Middlesex Registry Office, and certain premises adjoining there-to used as an auction room.

The purchase of the property was shortly afterwards completed; but, having regard to the uncertainty which existed with reference to the appropriation of the property immediately facing the society's buildings in Bell-yard, as part of the site for the concentration of the superior courts and their offices, the council have deemed it advisable to defer their consideration as to the best means of dealing with the property so purchased, for the present.

The great object of the council will be to adopt measures for enlarging the society's buildings, and thereby remove the inconvenience experienced by the members in being excluded from the hall during the examination.

Library.—In addition to several valuable donations from members of the society and others, the library has been increased by 710 volumes.

In the course of a few weeks the council expect to add some important works on Italian law which have been lately purchased.

The following are the names of the gentlemen from whom donations have been received:—K. Barnes, Esq., Sir R. Barry, W. W. Barry, Esq., G. H. Brooks, Esq., G. Browne, Esq., W. Ford, Esq., E. Foss, Esq., W. S. Jevons, Esq., G. W. Lawrance, Esq., Messrs. Pritchard, Mr. C. W. Reynell, the widow of W. Salt, Esq., B. B. T. Tagore, Esq., and James Weston, Esq.

The number of members of the society is now 2,035, viz., 1,531 town, and 504 country members.

187 subscribers have attended the lectures during the past season, which comprised a course of 12 on conveyancing by Joseph Napier Higgins, 12 on equity by Mr. Montague Hughes Cookson, and 12 on common law by Mr. Hugh Shield.

During the past year the lectures have been more numerous attended by members of the society than heretofore.

In pursuance of the bye-laws, the auditors' report as to the funds of the society has been laid in the secretary's office since the 15th April last for inspection by the members of the society.

In accordance with a provision of the Act 23 & 24 Vict. c. 127, an account of the receipts and payments of the society, as registrar of attorneys and solicitors, has been laid before the judges.

The council refer with unfeigned regret to the decease of two of their colleagues, Mr. John Hope Shaw and Mr. Keith Barnes.

The services rendered to the profession by Mr. John Hope Shaw were of great value, and it would have been a source of great gratification had he lived long enough to experience the full effect of his well-known advocacy of an improved system of legal education. The council regard with much satisfaction the period during which they were associated with a gentleman who had attained so distinguished a position, and was so universally and deservedly esteemed in his profession.

Mr. Keith Barnes, whose state of health compelled him to resign his seat at the board some time before his death, has left a vacancy which it will be difficult to fill. The deep interest which he took in the affairs of the society, and his great activity in dealing with all matters relating to its interests, cannot be over-estimated; and on numerous occasions, when subjects of special importance to the profession were under consideration, Mr. Keith Barnes sacrificed his time and energies on behalf of solicitors in a manner deserving their highest regard.

The Council have also to announce the retirement of Mr. Edward Archer Wilde, and Mr. Charles Kaye Freshfield; the former of whom has been a member of the Committee of management of the society and of the council for upwards of thirty-five years.

It is a source of great regret to the council to lose so old and valued a colleague as Mr. Wilde, with whom it was always a pride and pleasure to be associated, and to whom a deep debt of gratitude is owing for the interest he invariably felt in the welfare of the society and of the profession at large.

Mr. Freshfield, finding that his numerous and important engagements did not admit of his devoting sufficient time to the affairs of the society, felt it his duty to tender his resignation. This also is matter of regret, as the council thereby lose one of their most influential members.

LAW STUDENTS' DEBATING SOCIETY.

REPORT OF THE COMMITTEE.

Gentlemen,—We beg to lay before you our report of the proceedings of the society during the past year, and in doing so we are glad to be able to repeat with justice the congratulations which the committee have been for many years past in a position to offer to you upon the satisfactory state of the society, both as to numbers and as to the manner in which the members support the debates.

The number of members on the roll of the society is now one hundred and forty. Forty-three gentlemen have been elected members during the past year, of whom however two allowed their elections to become void, and thirty-four members have resigned or otherwise ceased to be members, including five who did so at the last annual meeting.

During the session thirty-three meetings have been held, exclusive of the present meeting, and twenty-eight questions have been discussed, eighteen of which were legal and ten jurisprudential. One of the jurisprudential questions occupied two evenings. The remaining four evenings were occupied with discussions upon the administrative business of the society, so that the questions appointed for debate had to be postponed.

The average number of members attending the meetings has been 33; the highest number being 40, and the lowest 25. The number of members speaking upon the debates on

the legal and jurisprudential questions has averaged 11, the number of voters on those questions 17, and the time occupied by the debates on those subjects has averaged 2 hours and 6 minutes.

The committee are glad to report that the suggestion formerly made that all members who could conveniently do so should remain until the end of the debates, has already been acted upon by many members, as their doing so affords considerable encouragement to gentlemen speaking towards the close of the meetings.

Your committee are happy to state that as usual some members of the society have obtained honourable distinction at each of the final examinations which have taken place during the year.

Your committee are glad to be able to state that in their opinion the system of reporting the debates on the legal and jurisprudential questions has at length been settled on a satisfactory basis in accordance with recommendations of the select committee appointed last session to consider the subject; a periodical having been established by the society under the title of the "Law Students' Debating Society's Journal and Reporter" in which the reports are published under the supervision of an editorial committee.

The committee feel that the thanks of the society are due to those gentlemen who have during the past year efficiently fulfilled the important duties of reporting the society's debates.

The rules of the society have been considerably altered since the last edition, the society, on the 6th December last, appointed a select committee to revise them and the code of rules, which was settled and recommended by that committee, was on the 7th February adopted by the society, and has been printed for the use of the members. The committee did not make many actual alterations of the former rules, but confined themselves to putting them into a more methodical arrangement, and to making them correspond more with the existing practice of the society.

Pursuant to a resolution passed on the 7th February, petitions from the society were presented to both Houses of Parliament in support of the bills introduced by the Government for the concentration of the courts of justice.

The petition to the House of Lords was presented by Lord Cranworth and that to the House of Commons by Mr. Malins, Q.C.

Your committee have held several meetings for the selection of questions for discussion, and other purposes connected with the business of the society, and they have carefully considered 54 legal questions of which they approved 17.

PUBLIC COMPANIES.

EQUITY AND LAW LIFE ASSURANCE SOCIETY.

An extraordinary general meeting of the proprietors and the assured of this society was held at the offices, 18, Lincoln's-inn-fields, London, on the 30th ult. GEORGE LAKE RUSSELL, Esq., chairman of the board, presiding.

Mr. T. B. SPRAGUE (actuary and secretary) read the advertisement convening the meeting, and the report of the directors.

"BONUS REPORT, 1864.

"The fourth quinquennial period of the society's operations having closed on the 31st December last, the directors have caused a careful valuation to be made by the actuary of the assets and liabilities of the society as at that date; and have now, in conformity with the provisions of the deed of settlement, to report the results to the proprietors and the assured.

"It will be convenient in the first instance to give a summary of the progress of the society since the last valuation. In the five years in question, there have been issued 805 new policies insuring £1,159,618, the average amount of each policy being £1,440. In the previous five years, the number of policies issued was 725, insuring £792,485, and averaging £1,093 each. Comparing the two quinquennial periods, therefore, there has not only been a large increase in the business of the office, but that business is of a still higher and more profitable character than formerly.

"It is worthy of note that during the last five years the practice of effecting insurances against the birth of issue, in connection with loans on contingent reversionary interests, has grown into importance. Up to the present date, such insurances have been effected with this society to the

extent of £98,320; and the premiums received in respect of them, have amounted to £5,869.

"On the 31st December, 1859, there were in force 1,336 policies, insuring £1,403,880; and adding to these the policies since issued, there are 2,141 policies insuring £2,563,499 to be accounted for. Of these, 105 insuring £72,825, have become claims; 280 insuring £311,908, have terminated by lapse, surrender, or expiry, leaving 1,756 policies in force on 31st December last, insuring £2,178,766.

"Total participating and non-participating policies.—No. of policies, 1,756; sums assured, £2,178,766; existing bonuses, £70,054.3; annual premiums, £67,432.378.

"It will be noticed that the non-participating policies amount to about 30 per cent. of the whole business; and the profit arising therefrom far exceeds the proportion—one-tenth of the whole—which is appropriated, under the provisions of the deed of settlement, to the proprietors. Thus, the assured who participate in the profits, divide among themselves more than the whole of the profits derived from their own policies.

"In estimating the liability of the society under its various insurance contracts, it has been the wish of the directors to strengthen the position of the society by making an ample reserve, rather than to divide the largest sum which circumstances might seem to justify. A very large profit has been derived during the last five years from the claims being much lighter than could have been possibly expected, the losses having reached only 55 per cent. of the anticipated amount; but the directors consider it would be unwise to divide the whole of this profit on the present occasion. The process of valuation employed has therefore been of the most stringent character.

"The table of mortality made use of has been that known as the "experience table," which would appear to be the most suitable, as having been derived from observations on assured life, furnished by seventeen insurance companies. The reserve obtained by the use of this table is considerably larger than that given by any of the other tables commonly employed. The rate of interest assumed in the calculations is three per cent., being the rate commonly adopted for the purpose, as the highest which can with prudence be assumed as likely to prevail permanently during the currency of the policies. The whole of the loading, or addition to the net premium for expenses, contingencies, &c., has been thrown off in estimating the value of the future premiums. In these and other respects, the greatest care has been taken to avoid everything in the nature of anticipation of profits not yet realized.

"With these explanations the directors would call attention to the following balance sheet, in which the position of the society on the 31st December, 1864, is clearly set forth.

Balance Sheet, 31st December, 1864.

LIABILITIES.			
Value of £1,491,724 assured under 1,276 policies with profits	£	s. d.	
Value of £70,054 bonuses thereon	777,364	14	0
Value of £566,083 assured under 410 policies without profits	40,926	12	0
Reserve for short term insurances, extra risks, special cases, &c.	271,145	0	0
Claims announced, and other liabilities	13,219	8	0
Balance—the excess of assets over liabilities.	919	4	0
	72,357	17	7
	£1,175,932	15	7
ASSETS.			
Amount of assurance fund, as per printed account	£	s. d.	£ s. d.
Value of £47,392 annual premiums on policies with profits	383,966	5	7
Less reserve for expenses, future bonuses, &c.	700,825	2	0
Value of £18,086 annual premiums on policies without profits	140,020	14	0
Less reserve for expenses, &c.	560,804	8	0
Value of re-assurances for £255,348	226,352	18	0
	29,744	10	0
	196,608	8	0
	34,553	14	0
	£1,175,932	15	7

"The information here given is much fuller than that

which it has been the practice of this and kindred societies to publish; but the directors feel the position of the society to be so sound, that the more fully it is exhibited, the greater will be the confidence felt by all parties interested in its success.

"The directors recommend that of the above balance of £72,357 a sum of £2,400 should be appropriated to reduce the price at which the society's house stands in the books; and that the remaining sum of £69,957 be actually divided. The share of the proprietors will be £6,995 14s., which will allow of the payment of an increased dividend for the ensuing five years at the rate of 8s. 6d. per share, or 8½ per cent. on the amount originally paid. The amount to be divided among the assured will be £62,961 6s., and the amount of the policies which will participate on the present occasion, being effected on the participating scale and of more than of one year's standing, is £1,339,608. At the last division of profits the sum of £39,500 was divided among policies for the sum of £925,306. If the same relation still subsisted, the sum to be divided among the assured would be £57,186. The sum now to be divided is, therefore, considerably larger in proportion; and this, notwithstanding that a larger proportionate reserve has been made.

"In distributing the above sum among the assured, care has been taken to adjust equitably the shares of persons insuring at different periods in the society's existence. A somewhat larger bonus will be given to the persons who insured many years ago, than to persons who have insured at the same age more recently; but this difference is proportioned to the larger profit derived in the former case; and no advantage is given to the older assured at the expense of the more recent. A larger bonus will be also given to those persons who chose the reversionary bonus at former divisions, than to those who have received the value of the former bonuses in cash, or reduction of premium.

"The principle on which the distribution has been made will be better understood when it is stated that the average rate of interest at which the funds of the society (including the unproductive assets) have been improved during the last five years, has been £4 8s. per cent. per annum, after deduction of income-tax. In all the valuations, it has been assumed that three per cent. only would be realised; and the profit from this source upon the amount of the funds on 31st December, 1859, forms a considerable sum, of which persons who have insured subsequently have contributed no part.

"The general results of the four divisions of profit are shown in the table of the total additions made to 31st December, 1864, to policies of £1,000 each.

"The directors would point out that no selection of favourably circumstanced policies has been made in compiling this table, but the examples given extend fairly over the whole experience of the society.

"They consider that the results here shown justify them in asserting that the "Equity and Law" offers the greatest attainable advantages to persons who insure their lives as a family provision, and wish to receive a steadily progressive increase of the sum assured. On the other hand, the conditions of the policies are such as to render them peculiarly eligible as security for debt, inasmuch as policies in the hands of third parties are not void by suicide, or by the life assured proceeding without licence beyond the prescribed limits.

"The directors, in conclusion, bearing in mind that it is essential to the continued prosperity of any insurance company that the amount of new business should be maintained, or increased, from year to year; and believing that the advantages offered by the "Equity and Law" need only to be known to be appreciated, would urge upon the proprietors and the assured, the importance of making known as widely as possible the facts above detailed."

The CHAIRMAN moved the adoption of the report, and congratulated the meeting on the steady and substantial business shown therein.

Mr. CLABON seconded the resolution.

Mr. ELLOART.—As I understand you we are to receive no bonus now, but add it to capital and get an interest upon it. I want to know whether that is to go on indefinitely. I am a shareholder, and am, of course, alluding to the shares.

The CHAIRMAN.—We do not lay by any part of the shareholders' profits, but you receive the whole in the shape of interest during the five years. The profit allotted to each shareholder is paid by way of increased dividend during the period he holds his shares. This was determined upon by

the society upon a former occasion, it being then thought that the shareholders' capital was ample for all purposes. If you reserve a very large fund, you cannot employ it at a high rate of interest with good security. For instance, if you employ your money at four or five per cent., and your shareholders expect eight or nine per cent., they must be paid to the disadvantage of the assured. We have thought it right to take that sum, and let the shareholders of the day enjoy the fruit of the present.

Mr. ELLOART.—Assuming that we get one-fifth of the profits, and that the divisible profits of the past five years had been £10,000, do I understand that this will give us £2,000, and that this sum will be paid in dividends in the next five years?

Mr. SPRAGUE.—That is exactly so. The real sum to be divided is £69,957—nearly £70,000. According to the provisions of the deed of settlement as altered five years ago, not the fifth part, but the tenth only of that sum, nearly £7,000 will be divided among the shareholders during the next five years. You will get rather more than one-fifth each year, making allowance for the interest it will produce in the meantime.

The report was then unanimously adopted.

The CHAIRMAN.—I have now to move another resolution, one which is usual with us—"That the directors be at liberty to pay, in the manner directed by the deed of settlement of the society, to the persons entitled to receive the sum assured by any policy which may drop during the current period of five years, ending December 31st, 1869, the premium on which shall have been calculated for persons desirous of participating in the profits of the assurance fund, an immediate bonus after the rate of 1 per cent. per annum on the sum assured."

This resolution was also seconded and carried.

Mr. CLABON.—As that concludes the business, sir, I think we ought not to part without thanking the actuary. Being a permanent member of the committee of accounts, I can bear testimony not only to the great ability with which everything he does is characterized, but also to the singular knowledge he possesses of all the minutiae of the affairs of the society, though he has been with us only a few years. I cannot help mentioning that I believe the expenses of management of this society are less than that of any other—at all events, less than the vast majority of other offices. It will, of course, rest with the directors to consider whether this is not the period when the salaries of the officers of the society are to be re-adjusted; but I may say the directors will do their duty in that respect without injustice to the officers or injury to the assured. This may be done, and still leave us one of the most economically managed offices in the country. Gentlemen, I now move a vote of thanks to Mr. Sprague for the great ability he has displayed in the discharge of his duties.

Mr. RUSSELL seconded this motion, which was carried with applause.

Mr. SPRAGUE.—It has been a great gratification to me to be connected with a company that has been so uniformly prosperous; and it is also a source of gratification to me that the directors, as I believe, attribute part of its success to my exertions. I am sure this vote of thanks will strengthen my hands, and induce me to work with greater zeal, and I hope on future occasions we may have a continuance of the same prosperity.

Mr. BOODLE proposed a vote of thanks to the chairman and directors, and in doing so suggested that this would be a fitting opportunity to increase their remuneration.

The vote of thanks having been carried unanimously,

The CHAIRMAN said the directors were much obliged to the meeting for their kindness. As the meeting was rather thinly attended, he thought it would be advisable to leave the remuneration of the board to be dealt with at the next annual meeting.

This course having been agreed to, the meeting concluded.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

The directors have placed the management in the hands of Mr. E. A. Newton, heretofore secretary of the Scottish Amicable Society in London. Mr. Edmonds retires on a pension, but will be the Consulting Actuary of the company.

We are requested to state that the special Act of Parliament by which the Metropolis Sewage and Essex Reclamation Company is incorporated, limits the liability of the shareholders to the amount of their shares.

The application lists of this company will be closed on Tuesday, the 18th inst., for London, and on Wednesday, the 19th, for the country.

COURT PAPERS.

COMMON LAW VACATION BUSINESS AT THE JUDGES' CHAMBERS.

The following regulations for transacting business at the judges' chambers will be strictly observed till further notice:—

Acknowledgments of deeds to be taken at half-past ten o'clock.

Summonses adjourned by the judge will be heard at eleven o'clock, according to their numbers on the adjournment file; and those not on that file previous to the numbers of the day being called, will be placed at the bottom of the general file.

Summonses of the day will be attended in the Queen's Bench Hall; they will be called over there, and numbered at half-past eleven o'clock, and heard consecutively.

The parties on two summonses only will be allowed in the judge's room at the same time.

Counsel will meet in the Queen's Bench judges' room; the names of the causes to be put on the counsel file, and the causes heard according to order.

Affidavits in support of *ex parte* applications for judges' orders (except those to hold to bail) to be left the day before the orders are to be applied for, except under special circumstances; such affidavits to be properly endorsed with the names of the parties and of the attorneys, and also with the nature of the application, and a reference to the statute under which any application is made, the party applying being prepared to produce the same.

All affidavits read or referred to before the judge must be endorsed and filed.

THE ENGLISH INQUISITION.—You are sued in some trifling action. It is a question of some garden seed or a hearty-rug, the payment for which, for reasons of your own, you dispute. You believe your case to be a good one; and, though the defence may prove more costly than a submission to the demand, your sense of self-respect requires resistance, and you make it. Now, I am willing to believe that from your earliest years you have been trained to habits of virtue and order; that, good as a child, you grew better as a youth, and became best as a man; that, so circumspect had you been over your conduct through life, that it would be next to impossible to find an instance in which your behaviour could have been altered for the better; in a word, that you have shown yourself equally zealous in the pursuit of virtue and strong in resisting every access of temptation. Get up now into the witness-box and see what that eminent counsel will make you. Sit under him for five-and-forty minutes, and tell me if five-and-twenty years will erase the memory of the miseries you endured, the insinuations you could not reply to, the insults you were not permitted to resent? In the first place you are presented to the world of a crowded court as a species of human target, a mark which Serjeant Buzfuz is to fire at as long as he likes, with his own ammunition, and at his own range. He may be as obtuse, as stupid, as wrong-headed, and as blundering as the crier of the court; he may mistake his facts, mis-state his brief; but there is one thing he will never forget—that you are there for his own especial torture of you, and that whether he worried you "for plaintiff" or "defendant," out of that box you don't come till he has blackened your character and defamed your reputation, and sent you back to your home outraged, injured, and insulted.—*Blackwood.*

EDWIN JAMES.—A New York correspondent writes:—"Those of your readers who are familiar with the system under which the police judges are appointed will not be surprised to learn the denouement of the Edwin James affair. The prosecution has been quietly withdrawn, and not one word of the proceedings has appeared in the New York Press. From the first a marked distinction was made between James and his associate. Hayward was summarily locked up in default of finding bail. James was merely notified that he was 'held for examination.'"

* This can never be true of an honest witness, who does not lose his temper, unless both the witness himself and the counsel on his side be miracles of incapacity. But, perhaps, few witnesses, who are also parties, are utterly and entirely straightforward.

ESTATE EXCHANGE REPORT.

AT THE GUILDHALL HOTEL.

July 7.—By Messrs. NORTON & TAIST.

Freehold house, being No. 18, Bennett-street, Stamford-street, Blackfriars; let at £30 per annum—Sold for £500.

AT GARRAWAY'S.

July 6.—By Messrs. TOPPIS & HARDING.

One undivided moiety of and in the leasehold house with shop, being No. 57, Quadrant, Regent-street; let on lease at £250 per annum; term, 75½ years from 1818, and a reversionary term from 1894 of 23½ years—Sold for £2,000.

Leasehold stables and premises, being No. 15, Swallow-street, Piccadilly; let on lease at £150 per annum; term, 99 years from 1818; ground rent, £16 per annum—Sold for £1,800.

July 7.—By Messrs. KEMP.

The rectorial tithe rent charges, commuted at £550 per annum, near Dartford, Kent, together with the parsonage house and the Manor, or Court Lodge Farm, containing about 366 acres, and producing £691 10s. per annum—Sold for £16,130.

By Messrs. RUSWORTH, JARVIS, & ANNOTT.

Freehold ground-rents, amounting to £81 per annum, secured on 12 residences in Westbury-road, and Bury-terrace, Harrow-road—Sold for £1,810.

Leasehold, 2 houses, with shops, being Nos. 34 and 25, Praed-street, Paddington, producing £123 per annum; term, 99 years unexpired, at a rent of £40 per annum—Sold for £900.

July 11.—By Messrs. GREEN & SON.

Lease of the factory and buildings situate in Peddars-lane, Beccles, Suffolk, known as The Beccles Crape and Silk Works; term, 20 years from 1859, at a rent of £53 10s. per annum; also the lease of a factory situate in St. John's Madder market, Norwich, known as the Crape Finishing Works; term, 8 years from 1858, at a rent of £15 per annum, together with plant, &c.; let at £400 per annum—Sold for £1,640.

By Mr. NEWSON.

Freehold ground-rents, amounting to £58 18s. per annum, arising from houses and shops in Holloway-road—Sold for £1,470.

Leasehold residence, being No. 10, Waterloo-terrace, Upper-street; Islington; let at £35 per annum; term, 80 years from 1851, at £6 10s. ground-rent—Sold for £350.

Leasehold, 2 residences, being Nos. 9 and 10, De Crespigny-park, Denmark-hill, Surrey, producing £123 per annum; term, 99 years from 1851, at £18 18s. ground-rent—Sold for £1,135.

July 13.—By Messrs. C. C. & T. MOORE.

Freehold, 2 houses, being Nos. 4 and 5, Grove-street, Mile-end, producing £39 per annum—Sold for £410.

Freehold, 2 houses, being Nos. 15 and 16, Turnpike-row, Stratford; let at £34 4s. per annum—Sold for £470.

Freehold house, being No. 76, Rochester-terrace, Eastfield-street, Limehouse; let at £13 per annum—Sold for £130.

Leasehold, 2 houses, being Nos. 10 and 11, New-street, New-road, Mile-end Old Town, producing £32 per annum; term, 42 years unexpired; ground-rent, £4 5s. per annum—Sold for £405.

Leasehold, 2 houses, being Nos. 40 and 41, Jamaica-street, Commercial-road, producing £38 per annum; term, 28 years unexpired; ground-rent, £8 per annum—Sold for £250.

Leasehold, 2 houses, being Nos. 3 and 4, Wellington-road, Holloway, producing £36 per annum; term, 99 years unexpired; ground-rent, £10 per annum—Sold for £480.

Leasehold house, being No. 5, Clyde-villas, Albert-square, Forest-lane, West Ham; let at £25 per annum; term, 99 years unexpired; ground-rent, £4 10s. per annum—Sold for £200.

Leasehold, 3 Carriages, being Nos. 24 to 26, Albert-square, aforesaid; term 86 years from 1865; ground-rent, £12 per annum—Sold for £195.

AT THE LONDON TAVERN.

July 11.—By Messrs. GADSDEN, ELLIS, & SCORER.

Freehold, 3 houses, being Nos. 9 to 11, New-street, Bishopsgate-street, producing £143 per annum—Sold for £2,710.

Leasehold residence, being No. 12, Park-square, Regent's-park; also stabling, being No. 12, Park-square-mews West; term, 58 years unexpired; at a rent of £8 10s. per annum—Sold for £3,300.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BASSET—On July 5, at Sutherland-square, the wife of C. Basset, Esq., Solicitor, of a daughter.

FERGUSON—On July 6, at 54, Harcourt-street, Dublin, the wife of Robert Ferguson, Esq., Barrister-at-Law, of a daughter.

CARR—On July 7, at Canonbury, the wife of A. Carr, Esq., Solicitor, of a daughter.

COLERIDGE—On June 29, at South Kensington, the wife of A. D. Coleridge, Esq., Barrister-at-Law, Middle Temple, of a daughter.

HICKLEY—On July 10, at Surbiton, the wife of T. A. Hickley, Esq., of a son.

MACPHERSON—On May 29, at Calcutta, the wife of R. G. Macpherson, Esq., Judge of the High Court, of a son.

MARRIAGES.

DOLAN—**NETHERSOLE**—On July 1, at St. Barnabas, South Kensington, A. Dolan, Esq., of Throgmorton-street, to Clara L., daughter of H. Nethersole, Esq., Solicitor, of The Cedars, South Lambeth, and New-in, Strand.

MICKLETHWAIT—**GORE**—On July 5, at Christ Church, Cheltenham, J. P. Micklethwait, Esq., Barrister-at-Law, Middle Temple, to Mary, daughter of the late F. Gore, Esq.

MONK—HERBERT—On July 3, at St. Mary's, Kingston, Henry H., son of the late W. G. Monk, Esq., formerly Judge in the Hon. East India Company's Service, to Lizzie, widow of the late J. Herbert, Esq.

WILSON—GORE—On July 8, at St. Mark's, St. Heliers, Jersey, Captain, J. C. Wilson, R.N., son of the late J. Wilson, Esq., Chief Judge Mauritius, to Mary F., daughter of the late T. G. Gore, Esq., of Sydney.

DEATHS.

ARCHIBALD—On July 5, at St. John's-wood, R. G. Archibald, Esq., of St. John's College, Oxford, son of J. D. Archibald, Esq., Barrister-at-Law, aged 21.

BIRD—On July 7, W. G. Bird, Inner Temple, Esq., Barrister-at-Law, and Captain 3rd Royal Lancashire Militia, son of the late W. S. Bird Esq., Aigburth, near Liverpool, aged 29.

BRADLEY—On July 5, at Kingtown, William James Bradley, Solicitor, aged 71.

BURKE—On June 29, at Dalkey, Dublin, Eliza M., wife of James Milo Burke, Esq., J.P., Barrister-at-Law.

HAIRMAN—On July 1st, at Lewisham, Mary M., relict of John Hairman, Esq., Solicitor, late of Wine-office-court, Fleet-street, aged 71.

PATTEN—On July 7, at Leamington-road-villas, Westborne-park, J. C. Patten, Esq., Barrister-at-Law, Middle Temple, aged 27.

ROWSELL—On April 18, at Armidale, New South Wales, E. E. Rowsell, Esq., Solicitor, aged 32.

SHARMAN—On July 8, at Little Crosby, Elizabeth P., wife of S. Sharman, Esq., Solicitor, Liverpool.

WILLIAMS—On July 7, at Ramsgate, A. K. Williams, Esq., Solicitor, Regent-street.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

LEONE, JOHN FRANCIS, at Lord Stanhope's, Mansfield-street, deceased. £210 New £3 per Cent. Annuities—Claimed by J. J. Gaudin, widow, administratrix.

OLIVE, ELIZA, Ash, Kent, Spinster, deceased. One Dividend on the sum of £3,800 £3 5s. per Cent. Annuities—Claimed by J. Whitehead, and Edward Hoar, acting executors.

THORPE, REV. CHARLES, Archdeacon of Durham, REV. THOMAS SINGLETON, Archdeacon of Northumberland, and JOHN BREDER, of Parliament-street, Esq., all deceased. £119 15s. 3d. Consolidated £3 per Cent. Annuities—Claimed by Mary Thorpe, Widow, and Rev. C. Thorpe, acting executors of the Rev. C. Thorpe, who was the survivor.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, July 7, 1865.

LIMITED IN CHANCERY.

Boariz Tin Streaming Company (Limited).—Petition for winding-up, presented July 5, directed to be heard before Vice-Chancellor Wood on July 15. Cotterill & Sons, Throgmorton-st, solicitors for the petitioner.

British Ice Making Company (Limited).—The Master of the Rolls has, by an order, dated June 28, appointed Edwin Waterhouse, 13, Gre-ham-st, to be official liquidator.

English, Irish, and Foreign Rolling Stock Company (Limited).—Petition for winding-up, presented July 3, directed to be heard before the Master of the Rolls on July 15. W. & W. H. Rennolls, Lincoln's-inn-fields, for Danks, Birm, solicitors for the petitioners.

TUESDAY, July 11, 1865.

LIMITED IN CHANCERY.

Chesterfield and Midland Silkstone Colliery Company (Limited).—Petition for winding-up, presented July 10, directed to be heard before the Master of the Rolls on July 20. Crosley & Burn, Birch-lane, solicitors for the petitioners.

Inventors' Association (Limited).—Petition for winding-up, presented July 10, directed to be heard before Vice-Chancellor Kindersley on July 21. C. & H. Bell, Bedford-row, solicitors for the petitioner.

Land Credit Company of Ireland (Limited).—By an order made by the Master of the Rolls, dated July 1, it was ordered that the above company be wound up, and it was ordered that James Burgess Howell, 1, Frederick's-place, Old Jewry, and Joseph Suche, 18, Austin-friars, be appointed provisional liquidators of the said company. Monckton & Monckton, Raymond's-buildings, Gray's-inn, solicitors for the petitioners.

London Marine Insurance Association.—By an order made by Vice-Chancellor Wood, it was ordered that the above company be wound up. Mercer & Mercer, Mincing-lane, solicitors for the petitioner.

Mold Lead Mining Company (Limited).—Petition for winding-up, presented July 10, directed to be heard before the Master of the Rolls on July 20. Roberts & Simpson, Moorgate-st, for Roberts & Co, Mold, solicitors for the petitioner.

Patent Carriage Company (Limited).—By an order made by the Master of the Rolls, dated July 1, it was by consent ordered that the above company be wound up. G. S. & H. Brandon, Essex-st, Strand, solicitors for the petitioner.

UNLIMITED IN CHANCERY.

South Lady Bertha Copper Mining Company.—By direction of Vice-Chancellor Wood, notice is hereby given that the said judge will, on Tuesday, July 25 at 12, at his chambers, proceed to make a call on the several persons who are settled on the list of contributories of the said company, and that the said judge purposes that such call shall be for £2 per share.

Friendly Societies Dissolved.

FRIDAY, July 7, 1865.

Female Benefit Society, Crown Inn, Helmsley, York. July 4.

TUESDAY, July 11, 1865.

True Blue Friendly Society, Griffin Hotel, Brynmawr, Brecon. July 4.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 7, 1865.

Bear, Jonathan, Little Fransham, Norfolk, Farmer. Aug 9. **Bear v Bear**, M.R.

Blake, Catherine Margaret, St John's Hospital, Winchester. Aug 5. **Webb v Attorney-General**, V.C. Stuart.

Cuthbertson, Alex, Llantwit-juxta-Neath, Glamorgan, Solicitor. Oct 2. **Grahame v Gwyn**, M.R.

Dobie, David Black, Exmouth-st, Clerkenwell. Aug 7. **Mickleburgh v Dobie**, M.R.

Eede, Caroline Emma, Lonsdale-villas, Westbourne grove, Bayswater, Widow. Oct 2. **Virtue v Wilson**, M.R.

Harrison, Robt, Cheadle Bulkeley, Chester. July 26. **Stone v Lusena**, M.R.

Pavey, Wm, Queen-st, Chelsea, Florist. Aug 1. **Pavey v Pavey**, V.C. Wood.

Vickers, Joseph, Park House, nr Huddersfield. July 10. **Bottomley v Drake**, V.C. Wood.

TUESDAY, July 11, 1865.

Gelder, Wm, Flixborough, Lincoln, Farmer. Nov 2. **Gelder v Gelder**, M.R.

Llewellyn, Hy, Old Broad-st, Scotch Woollen Warehouseman. July 31. **Llewellyn v Bluet**, V.C. Stuart.

Maillepre, Ferdinand Napoleon, Tooley-st, Glass Manufacturer. July 30. **Pontifex v Marks**, V.C. Wood.

Parker, Joseph, Carlisle, Land Agent. Aug 8. **Jackson v Parker**, M.R.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 7, 1865.

Chalcraft, John, Bramshott, Southampton, Yeoman. Sept 7. **Mel-lersh, Godalming**.

Calderbank, Rev Leonard, Gloucester, Roman Catholic Priest. Sept 1. **Quinn, Lpool**.

Davey, Wm, Gasking-st, Plymouth, Devon, Shipbuilder. Aug 19. **Edmonds & Sons**, Plymouth.

Gil, Harold Wrayford, Cornish, Beerferriis, Devon, Esq. Sept 30. **Garney & Co**, Launceston, Cornwall.

Hunt, Francis, Chatham, Kent, Grocer. Aug 1. **Acworth & Son**, Rochester.

King, Wm Jas, Birm, Gun Maker. Oct 1. **Webb**.

Lace, Wm, Walton-on-the-Hill, Lancaster, Provision Merchant. Sept 1. **Wright & Hunter**, Lpool.

Longland, Thos, Warboys, Huntingdon, Gent. Aug 1. **Greene & Co**, Nichols, Capt Saml, Stanhope-st, Regent's-pk. Aug 10. **Combe & Wainwright**, Staple-inn.

Snashall, Caroline, Brighton. Sept 1. **Black & Freeman**, Brighton.

Tuson, Richd, Rhodeswell-rd, Stepney, Gent. Sept 1. **Taylor & Jaquet**, Finsbury-sq.

Turk, Chas, Worcester, Saddler. Oct 1. **Pidcock & Son**, Worcester.

Walmesley, Richd, Ramsgate, Kent. July 25.

Wiseman, Nicholas, The Most Rev, York-place, Portman-sq, Cardinal Priest of the Roman Church. Aug 1. **Harting**, Lincoln's-inn-fields.

TUESDAY, July 11, 1865.

Allen, Loder, Woodbridge, Suffolk, Gent. Aug 7. **Brooke**, Woodbridge.

Baker, Wm, Edgware-rd, Tobaccoist. Aug 10. **Kenney**, Bucklersbury.

Craven, John, Gt Garden-st, Whitechapel, Sugar Refiner. Aug 31. **Plews & Irvine**, Mark-lane.

Edgcombe, Joseph, Tavistock, Devon, Chemist. Sept 16. **Bridgman & Son**, Tavistock.

Graham, Jas, New Burns, West Malling, Kent, Esq. Nov 1. **Bell**, Bedford-row.

Johnson, Ann, Albert-st, Mornington-crescent, Widow. Aug 15. **Watson**, Worship-st, Finsbury.

Martin, Wm, Wimbledon, Surrey, Licensed Victualler. Aug 10. **Mason & Co**, Gresham-st.

Tenney, Chas, Gt James-st, Hoxton, Tailor. Aug 15. **Watson**, Worship-st, Finsbury.

Walden, Harriet, Eton Cottages, Fulham, Widow. July 29. **Kempson & Trollope**, Abingdon-st.

Waymouth, Eliz, Upper Grosvenor-st, Widow. Aug 12. **Park & Nelson**, Essex-st, Strand.

Williamson, Edwd, Red Lion-sq, Solicitor. Sept 30. **Parker & Co**, St Paul's-churchyard.

Assignments for Benefit of Creditors.

FRIDAY, July 7, 1865.

Morgan, Mary, Ellesmere, Salop, Spinster. July 4. **Curtler**, Ellesmere.

TUESDAY, July 11, 1865.

Hill, Francis, Prospect-pl, Stoke Newington-rd, Builder. June 19. **Tanqueray-Willaine & Hanbury**, New Broad-st.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, July 7, 1865.

Barker, Thos Clement, Bath, Somerset, House Agent. June 23. **Asst. Reg July 6**.

Boyle, Mary Anne, The Grove, Hammersmith, Printer. June 6. **Comp. Reg July 5**.

Cathery, Chas, & Eugene Carnouche, Lawrence Pountney-lane, Merchants. June 30. **Arr. Reg July 6**.

Clancy, Jas Joseph, Mincing-lane, Coal Shipper. June 16. **Asst. Reg July 6**.

Collins, Geo, Jun, Outwell, Cambridgeshire, Grocer. June 5. **Comp. Reg July 3**.

Collins, Geo, Adderbury, Oxford, Grocer. June 10. **Comp. Reg July 5**.

Dixon, Hallam Moore, Grestford, Denbigh, Surgeon. June 17. **Asst. Reg July 4**.

Downton, Abm, Pentonville-rd, Cheesemonger. June 20. **Comp. Reg July 4**.

Edwards, Thos, Thurlow, Ickleton, Cambridge, Butcher. June 12. **Comp. Reg July 7**.

Gooch, Nathan, Denston, Suffolk, Farmer. June 9. Conv. Reg July 6.
Green, Edwd Kersey, Hitcham, Suffolk, Miller. June 27. Comp. Reg July 6.
Gannell, Wm, Landport, Hants, Biscuit Manufacturer. June 12. Asst. Reg July 5.
Hall, Jesse, Enfield Highway, Gent. June 30. Comp. Reg July 5.
Hall, Thos Poinson, Lpool, Corn Merchant. July 1. Comp. Reg July 7.
Hayward, John, Wellington, Somerset, Coal Merchant. June 7. Asst. Reg July 5.
Hetherington, Joseph, Ardwick, nr Manch, Builder. June 27. Comp. Reg July 6.
Hill, Fras, Stoke Newington-rd, Builder. June 19. Asst. Reg July 5.
Hollister, Wm Dewdney, & Harvey Scott Smith, Handsworth, Stafford, Millers. June 6. Asst. Reg July 4.
Housdon, Jas, Camberwell-rd, Linendrapers. June 13. Asst. Reg July 5.
Ivson, Wm Park, Lewisham, Kent, Builder. July 1. Comp. Reg July 7.
Maurice, Jacob, Birm, Jeweller. June 28. Asst. Reg July 6.
King, Wm, Troedyrhiw, nr Merthyr Tydfil, Glamorgan, General-shop Keeper. June 26. Reg July 6.
Knight, Wm, Kingston, Portsea, Boatwain R.N. June 17. Comp. Reg July 5.
Langbein, Theodore, Gt Tower-st, Comm Merchant. June 12. Comp. Reg July 7.
Lawton, Wm, Sheffield, Grocer. June 14. Conv. Reg July 5.
Lovell, Edwd Bourne, Denmark-pl, Camberwell, Barrister. June 29. Comp. Reg July 6.
Mayer, Nathan, Manch, Jeweller. June 1. Comp. Reg July 6.
Morton, John, North Shields, Northumberland, Grocer. June 14. Conv. Reg July 6.
Pearson, Edmund, Manch, Insurance Company's Agent. June 13. Comp. Reg July 7.
Phillips, Geo, Dartford, Kent, Plumber. June 6. Comp. Reg July 4.
Phillips, Thos, Manch, Innkeeper. June 23. Asst. Reg July 6.
Pimm, John, Oxford, Licensed Victualler. June 6. Asst. Reg July 4.
Pinhorn, Wm, West Cowes, Isle of Wight, Bookseller. June 27. Asst. Reg July 5.
Poker, Alfred John, South Norwood, Cheesemonger. June 27. Asst. Reg July 7.
Pulling, Robt, Philipot-lane, Iron Merchant. June 20. Conv. Reg July 6.
Quitman, David, Bishopsgate-st, July 3. Comp. Reg July 5.
Reed, Joseph Smith, Lincoln, Tailor. June 20. Comp. Reg July 4.
Richardson, Wm Josiah, Loughton, Essex, Farmer. June 20. Comp. Reg July 7.
Shrewsbury, David, Royal Exchange-buildings, Cornhill, Wine Merchant. June 28. Conv. Reg July 5.
Smithson, Richd John, New Malton, York, Stationer. June 12. Asst. Reg July 7.
Symons, Robt, Bath, Photographer. June 14. Comp. Reg July 6.
Tambling, Wm, Devonport, Devon, Builder. June 9. Conv. Reg July 4.
Thorn, Edwin & Wm Thomas, Bristol, Factors. June 9. Conv. Reg July 6.
Vincent, Wm Robt, Stoke Newington, Corn Merchant. June 29. Asst. Reg July 6.
Westlake, Thos, Scoble, Plymouth, Devon, Brass Founder. June 30. Asst. Reg July 6.
Williamson, Ferdinand, Hedworth, Hemmings-row, Middlesex, Gent. July 7. Comp. Reg July 5.
Wood, Geo, York, Bacon Factor. June 19. Asst. Reg July 5.
Woolvin, Thos Jas, Dudley, Worcester, Grocer. June 17. Asst. Reg July 5.

TUESDAY, July 11, 1865.

Bennett, Saml, Upper-st, Islington, Lace Dealer. June 30. Comp. Reg July 11.
Berliner, Hy, Noble-st, Merchant. June 13. Conv. Reg July 7.
Booth, Jesse, Cheadle, Stafford, Boot Manufacturer. June 12. Asst. Reg July 10.
Brid, Thos, Abingdon, Berks, Tobaccoist. June 14. Comp. Reg July 10.
Buxton, Wm Moseley, Salford, Lancaster, Agent. June 27. Conv. Reg July 8.
Channon, Chas, jun, Plymouth, Cabinet Maker. June 19. Asst. Reg July 10.
Clayton, Jasper, Cleveland Hill, Nottingham, Wheelwright. June 10. Asst. Reg July 8.
Cohen, Wm Hy, Cow-cross-st, Iron Merchant. July 8. Comp. Reg July 10.
Cory, Wm Bray, Plymouth, Cabinet Maker. June 20. Asst. Reg July 8.
Dakin, Thos, Manch, Tailor. June 12. Comp. Reg July 11.
Dirom, Robt, & Thos Forsyth Gray, Lpool, Merchants. July 1. Comp. Reg July 11.
Dunkley, Joseph, Oldham, Lancaster, Stone Mason. July 3. Comp. Reg July 8.
Edwards, Jas Moore, Brighton, Licensed Victualler. June 12. Asst. Reg July 10.
Fairhead, Jas, Sutton, Suffolk, Builder. June 22. Asst. Reg July 10.
Fuller, Thos, jun, Abchurch-lane, Mining Share Dealer. June 19. Comp. Reg July 11.
Gandell, Edwd, jun, Paradise-st, Lambeth, Yeast Contractor. June 24. Comp. Reg July 10.
Green, Wm, Nicholas-lane, Iron Merchant. June 20. Asst. Reg July 11.
Hearson, Geo, Barnstaple, Devon, Auctioneer. June 14. Asst. Reg July 7.
Hird, John Christopher, Darlington, Durham, Cabinet Maker. June 12. Conv. Reg July 8.
Ivens, Eliza, & Reginald Wm Bevan Ivens, Crutched-friars, Ship Brokers. June 15. Asst. Reg July 10.
Jackson, Frdk, Canning Town, Essex, Grocer. June 12. Comp. Reg July 10.

Matthews, Geo, Morley, Leeds, Cloth Manufacturer. July 5. Asst. Reg July 10.
Meacock, Thos, Lpool, Grocer. June 14. Comp. Reg July 11.
Morris, Richd Wm, Bristol, Ship Owner. June 19. Inspectorship. Reg July 8.
Newton, John, John Long, & Adam Jowett, Keighley, York, Worsted Spinners. June 13. Comp. Reg July 8.
O'Riordan, Matthias, Noble-st, Skirt Manufacturer. July 1. Comp. Reg July 10.
Pickard, Wm, Leeds, Grocer. June 29. Asst. Reg July 10.
Pinnock, Thos John, Crawley, Oxford, Threshing Machine Owner. June 22. Conv. Reg July 11.
Roberts, Joseph, Nottingham, Perfumer. June 20. Asst. Reg July 6.
Roose, John Pearce, Amlwch Port, Anglesey, Ship Chandler. July 1. Comp. Reg July 7.
Rowdon, Philip, Carpenter, Wells-st, Jermyn-st, Gent. July 6. Comp. Reg July 7.
Smith, Daniel, Barton-upon-Humber, Lincoln, Butcher. June 29. Asst. Reg July 10.
Solomon, Joseph, Hanley, Stafford, Jeweller. June 14. Asst. Reg July 8.
Stewart, Robt, Sherif-hill, Durham, Grocer. June 12. Asst. Reg July 7.
Summers, Wm Arthur, Wincanton, Somerset, Draper. June 12. Asst. Reg July 10.
Swinhoe, Geo Money, New Swindon, Wilts, Surgeon. June 10. Asst. Reg July 8.
Taylor, John, Birm, Warwick, Publican. June 17. Asst. Reg July 10.
Thomas, Joshua Hodges, Leamington, Warwick, Tailor. June 15. Comp. Reg July 10.
Webster, Jas, Globe-rd, Bethnal-green, Contractor. June 27. Comp. Reg July 11.

Bankrupts.

FRIDAY, July 7, 1865.

To Surrender in London.

Bone, Joseph, Luton, Bedford, Straw Hat Maker. Pet July 4. July 24 at 12. Linklaters & Hockwood, Walbrook.
Bonny, Jas, jun, Maidstone, Butcher. Pet July 5. July 27 at 1. Morgan, Maidstone.
Cave, Wilmot Cave Browne, Prisoner for Debt, Winchester. Pet July 3. July 24 at 12. White, Dane's-lane.
Clarke, John, Prisoner for Debt, London. Pet July 1 (for pau). July 21 at 1. Hill, Basinghall-st.
Davay, Geo, Prisoner for Debt, London. Pet July 3 (for pau). July 24 at 12. Hill, Basinghall st.
Ernst, Albt Hy, & Julius Adolph Ernst, Falcon-st, Aldersgate-st, Fancy Warehousemen. Pet June 30. July 17 at 2. Rooks, Coleman-st.
Everett, Charlotte, Prisoner for Debt, London. Pet July 5 (for pau). July 24 at 1. Bramwell, Basinghall-st.
Fishes, Saml, Fenchurch-st, Comm Agent. Pet July 3. July 21 at 1. Reid, Cheapside.
Gaffino, Micheli, Piccadilly, Hotel Keeper. Pet July 3. July 21 at 11. Lewis, Gt Marlborough-st.
Grist, Geo, Hanwell, Middx, Corn Factor. Pet July 5. July 24 at 1. Marshall, Lincoln's-inn-fields.
Gnazzaroni, John Belgrave, Allen-rd, Kensington, Surgeon. Pet July 3. July 24 at 1. Miller, Copthall-court.
Hall, John, Pump-yard, Ratcliff, out of business. Pet July 3. July 24 at 11. Miller, Fenchurch-st.
Hand, Jas, Plumstead, Kent, Baker. Pet July 4. July 27 at 1. Buchanan, Basinghall-st.
Haydon, Thos Wm, Lower Norwood, Surrey, General-shop Keeper. Pet July 5. July 24 at 1. Westall, Gray's-inn-sq.
Heckmann, John Hy, John-st, Spitalfields, Skin Dresser. Pet July 4. July 24 at 12. Turner, Whitechapel-rd.
Henley, Richd, & Joseph Henley, Ashford, Kent, Hop Merchants. Pet July 3. July 21 at 2. Lawrence & Co, Old Jewry-chambers.
Hesse, Prosper, Prisoner for Debt, London. Pet June 30. July 21 at 12. Lawrence & Co, Old Jewry-chambers.
McDermott, Chas, Beiton-rd, Isle of Dogs, Licensed Victualler. Pet June 28. July 27 at 2. Loxley & Morley, Cheapside.
Melish, Peter, Wardour-st, Soho, Packing Case Maker. Pet July 4. July 20 at 12. Munday, Essex-st, Strand.
Morris, Robt, Prisoner for Debt, London. Pet July 4 (for pau). July 24 at 1. Hill, Basinghall-st.
Murray, Chas, Prisoner for Debt, London. Pet July 2. July 21 at 2. Hill, Basinghall st.
Nicholson, Sir Robt, Bart, Prisoner for Debt, London. Pet July 7 (for pau). July 21 at 1. Hill, Basinghall-st.
Osburn, John, New Kent-rd, Journeyman Carrier. Pet July 3. July 20 at 12. Wood & Ring, Basinghall-st.
Read, Eli, Prisoner for Debt, London. Pet July 3 (for pau). July 24 at 12. Hill, Basinghall-st.
Schafer, John Jacob, Grafton-st, Fitzroy-sq, Tailor. Pet July 4. July 24 at 1. Ingle & Gooddy, King William-st.
Scott, Chas Wm, Penny-fields, Poplar, Tailor. Pet July 3. July 21 at 2. Wall, Gray's-inn-sq.
Smith, Emile Anne, St James's-street, Piccadilly, Lodging-house Keeper. Pet July 3. July 24 at 11. Merton, Barge-yd-chambers, Bucklersbury.
Tollemache, The Rev Ralph Wm Lionel, Prisoner for Debt, London. Pet June 30 (for pau). July 21 at 1. Kingdon, Lawrence-lane.
Tragesser, Geo, Prisoner for Debt, London. Pet July 4 (for pau). July 24 at 1. Hill, Basinghall-st.
Wagner, David, Dalston, Commercial Traveller. Pet July 3. July 24 at 11. Chalk, Coleman-st.
Wallace, Jas, Cheapside, Muslin and Linen Embroiderer. Pet July 3. July 21 at 2. Dobie, Basinghall-st.
Wills, John Mills, Upper East Smithfield Surgeon. Pet July 3. July 21 at 2. Most, Cannon-st.

To Surrender in the Country.

Armstrong, Anne, Waterloo, Lancaster, Boarding-house Keeper. Pet July 3. Birkenhead, July 30 at 11. Anderson, Birkenhead.

Robinson, Wm Bagshaw, Manch, Flour Dealer. Pet July 5. Manch, July 21 at 11. Fletcher, Manch.
 Bentley, Wm, Dewsbury, York, Printer. Pet July 5. Leeds, July 24 at 11. Ferns, Leeds.
 Brees, Jas John, Wanestree, Lancaster, Bookkeeper. Pet July 4. Lpool, July 22 at 11. Worslip, Lpool.
 Cartwright, John, Dudley, Worcester, Engine Broker. Pet June 22. Birm, July 21 at 12. Webb, Birm.
 Cloger, Jas, Rochdale, Lancaster, Slater. Pet July 3. Manch, July 25 at 11. Standing, Rochdale.
 Downham, Jas, Stoke-upon-Trent, Stafford, Working Potter. Pet July 1. Stoke-upon-Trent, July 22 at 11. Adderley, Longton.
 Drake, Thos, Birm, Innkeeper. Pet July 1. Birm, July 31 at 10. Woods, Birm.
 Fenwick, Edward, Gateshead, Durham, Flour Dealer. Pet July 5. Gateshead, July 18 at 1. Joel, Newcastle-upon-Tyne.
 Foster, Geo, Upton, Nottingham, Farmer. Pet July 6. Birm, July 25 at 11. Ashley, Newark-upon-Trent.
 Foster, Jas, Averham, Nottingham, Farmer. Pet July 6. Birm, July 25 at 11. Reece & Harris, Nottingham.
 Freeman, Thos, Westbromwich, Stafford, Baker. Pet July 4. Birm, July 17 at 12. James & Griffin, Birm.
 Gernon, Jas, Lpool, Provision Dealer. Pet July 5. Lpool, July 22 at 11. Goldrick, Lpool.
 Griffiths, Jas, Lpool, Draper. Pet July 4. Lpool, July 17 at 11. Evans & Co, Lpool.
 Harper, Thos, Abingdon, Berks, Banker's Clerk. Pet July 3. Abingdon, July 25 at 10. Thompson, Oxford.
 Hawksley, Wm, Lowgate, Kingston-upon-Hull, Auctioneer. Pet July 6. Kingston-upon-Hull, July 20 at 11. Summers, Hull.
 Haynes, Hy, Higher Trenmere, Chester, Joiner. Pet July 4. Lpool, July 20 at 11. Best, Lpool.
 Holland, Thos, Birm, Traveller. Pet July 1. Birm, July 31 at 10. Aswinder, Birm.
 Howard, John, Hulme, Lancaster, Comm Agent. Pet July 4. Salford, July 24 at 9.30. Bennet, Manch.
 Hurst, Fras, Kneassall, Nottingham, General Dealer. Pet July 4. Birm, July 18 at 11. Heathcote, Nottingham.
 Hunt, John, River-st, King's cross, out of business. Pet July 3. Winchester, July 20 at 11. Atkinson, Bedford-row.
 Jones, John, Gt Malvern, Worcester, Lodging-house Keeper. Pet July 6. Birm, July 24 at 12. Griffin, Birm.
 Latham, Thos, & Geo Hunt, Bolton, Lancaster, Painters. Pet July 3. Bolton, July 19 at 10. Edge, Bolton.
 Martin, Evan, Lpool, Baker. Pet July 3. Lpool, July 19 at 3. Anderson, Lpool.
 Morris, John, Cheadle, Stafford, Grocer. Pet July 5. Birm, July 19 at 12. James & Griffin, Birm.
 Perry, Robt, Preston, Somerset, Farmer. Pet June 28. Bristol, July 17 at 11. Leonard, Bristol.
 Phillips, Leopold Solomon, Cheetam, Lancaster, out of business. Pet July 5. Salford, July 22 at 10.30. Law, Manch.
 Purdey, Jas, Gt Yarmouth, Norfolk, Foreman in an Iron Foundry. Pet July 1. Gt Yarmouth, July 17 at 12. Kennett, Gt Yarmouth.
 Read, Edwd, Kenilworth, Warwick, Stonemason. Pet June 29. Warwick, July 22 at 11. Overall, Leamington Priors.
 Roadnight, Thos, Aylesbury, Buckingham, Licensed Victualler. Pet June 30. Aylesbury, July 17 at 10. Fell, Aylesbury.
 Roberts, Fred, Manch, Lithographic Printer. Pet July 3. Manch, July 24 at 9.30. Tate, Manch.
 Rogers, John, Plymouth, Devon, News Vendor. Pet July 4. East Stonehouse, July 22 at 11. Edmunds & Sons, Plymouth.
 Salsbury, Saml, Brixham, Devon, Mariner. Pet July 3. Totnes, July 22 at 12. Carter, Torquay.
 Seale, Rev Edwd Taylor, Morleigh, Devon, Clerk. Pet June 7. Exeter, Aug 14 at 11. Square, Kingsbridge, and Floud, Exeter.
 Shaw, Hy, Binger, York, Grocer. Pet July 5. Keighley, July 26 at 3. Hodgson, Keighley.
 Shepherd, Matthew Clemenston, Birkenhead, Auctioneer. Pet July 5. Birkenhead, July 20 at 10. Moore, Birkenhead.
 Shepherd, Frdk, Gt Grimsby, Lincoln, Grocer. Pet June 28. Kingston-upon-Hull, July 26 at 12. Eaton & Beiby, Kingston-upon-Hull.
 Smith, Joseph, Leeds, York, Cloth Manufacturer. Pet June 24. Leeds, July 24 at 11. Simpson, Leeds.
 Synington, Andw, Lpool, Grocer. Pet July 5. Lpool, July 20 at 11. Yates & Co, Lpool.
 Taylor, Thos Gravelly, Weston-super-Mare, Somerset, Ironmonger. Pet July 3. Weston-super-Mare, July 17 at 12. Smith, Weston-super-Mare.
 Wannop, Wm, Torpenhow, Cumberland, Labourer. Pet July 4. Wigton, July 19 at 12. Stamper, Wigton.
 Wagstaffe, Robt, Hyde, Chester, Mechanic. Pet July 5. Hyde, July 19 at 12. Reisch, Manch.
 Warren, Wharton, Prisoner for Debt, York. Pet July 1. Leeds, July 24 at 11. Bond & Barwick, Leeds.
 Whalley, Wm, Prisoner for Debt, Manch. Adj June 14. Manch, July 21 at 11. Morgan, Manch.
 White, Philip Jas, Pembroke-dock, Pembroke, Watchmaker. Pet July 5. Pembroke, July 22 at 9.30. Parry, Pembroke-dock.
 Williamson, Alfred, Ashton-under-Lyne, Journeyman Printer. Pet July 6. Ashton-under-Lyne, July 20 at 12. Toy, Ashton-under-Lyne.
 Wilkinson, Thos Stoner, Harrogate, York, Temperance Hotel Keeper. Pet July 4. Leeds, July 24 at 11. North & Sons, Leeds.

TUESDAY, July 11, 1895.

To Surrender in London.

Beedle, Edwin, Harcourt-st, Marylebone-rd, Plasterer. Pet July 6. July 26 at 11. George, Jermy-st.
 Clare, Elijah, Coultoun, Surrey, Dairyman. Pet July 7. July 26 at 11. Bickley, King William-st.
 Claxton, Chas Hy, sen, Prisoner for Debt, London. Pet July 5 (for pau). July 27 at 2. Hicks, Moorgate-st.
 Curtis, Fredk, Aldermanbury, Closed Upper Manufacturer. Pet July 6. July 28 at 11. Lumley & Lumley, Moorgate-st.
 Evans, John, Pownall-rd, Dalston, out of business. Pet July 4. July 27 at 11. Linklaters & Co, Walbrook.

Fearnley, Geo, Prisoner for Debt, London. Pet July 6 (for pau). July 25 at 11. Hill, Basinghall-st.
 Fielder, Hy Julius, Watling-st, Wine Merchant. Pet July 4. July 27 at 1. Woolf, King-st, Cheapside.
 Firmin, Francis Fenton, Prisoner for Debt, London. Pet July 4 (for pau). July 27 at 1. Charlton, Chatham-pl, Blackfriars.
 Fordham, Wm Alfred, Penchurch-st, Merchant. Pet July 7. July 26 at 11. Sydney & Son, Finsbury-circus.
 Halo, Ralph Hy, Almorah-rd, Islington, Commercial Clerk. Pet July 6. July 26 at 11. Feverley, Coleman-st.
 Hayward, Jas, New-rd, Croydon, Builder. Pet July 4. July 27 at 11. Barnard, York-rd, Lambeth.
 Jarvis, Wm, Vine-st, Minorities, Bottled Beer Merchant. Pet July 6. July 26 at 11. Plews & Irvine, Mark-lane.
 Lloyd, Oliver Wimburn, St Swithins-lane, Attorney-at-Law. Pet July 4. July 27 at 12. Lawrence & Co, Old Jewry-chambers.
 Lyantey, Anne, Merrick-sq, Borough, Lodging-House Keeper. Pet July 6. July 27 at 12. Marshall, Lincoln's-inn-fields.
 Matthews, James, Jennings's-buildings, Kensington, Builder. Pet July 3. July 21 at 1. Chidley, Old Jewry.
 Padfield, Zebedei Arthur, Alexander-ter, New Cross, Clerk to a Warehouseman. Pet July 4. July 27 at 11. Howell, Cheapside.
 Raxworthy, Jas, Codford St Peter's, Heytesbury, Wilts, Woolstapler. Pet July 7. July 26 at 11. R. & C. H. Hodgson, Salisbury-st, Strand.
 Tyrie, Jas Edwd, Knight's-hill, Norwood, out of business. Pet July 6. July 28 at 11. Dubois & Maynard, Church-passage, Gresham-st.
 Woodward, Wm, jun, Portsea, Hants, Printer. Pet July 8. July 2 at 12. White, Dane's-inn, Strand.

To Surrender in the Country.

Breen, John, Lpool, Cart Owner. Pet July 5. Lpool, July 5 at 3. Anderson, Lpool.
 Carbis, Emily, Camborne, Cornwall, Draper. Pet July 1. Redruth, July 22 at 11. Stephenson, Redruth.
 Caton, Joseph, Burslem, Stafford, Beerseller. Pet July 8. Hauley, Aug 5 at 1. Sutton, Burslem.
 Coleman, Michael Joseph, Manch, Bricklayer. Pet July 6. Manch, July 24 at 11. Hankinson & Kearsley, Manch.
 Cowling, John, Gravesend, Kent, Greengrocer. Pet July 6. Gravesend, July 22 at 10. Sharland, Gravesend.
 Croft, Robt Lascelles, Kirkstall, York, Corn Factor. Pet June 24. Leeds, July 24 at 11. Simpson, Leeds.
 Dunstan, Wm, Lincoln, Waterman. Pet July 8. Lincoln, July 26 at 11. Brown & Son, Lincoln.
 Fairchild, John, New Sleaford, Lincoln, Joiner. Pet July 8. Sleaford, July 23 at 10. Bissill, Sleaford.
 Gabbatiss, Geo, Newark-upon-Trent, Nottingham, Boot and Shoe Maker. Pet July 7. Newark, July 15 at 10. Ashley, Newark-upon-Trent.
 Galsworthy, Richd, Cardiff, Glamorgan, Shipwright. Pet July 8. Cardiff, July 25 at 11. Stephen's, Cardiff.
 Goughly, John, Ferryhill, Durham, Boot Maker. Pet July 5. Durham, July 21 at 12. Marshall, Durham.
 Gooderham, Saml, sen, Norwich, Tunist. Pet July 8. Norwich, July 24 at 11. Sadt, Norwich.
 Hampson, Jonah, Birm, out of business. Pet July 5. Walsall, July 24 at 12. North, Westbromwich.
 Harris, Wm, Birm, Fruiterer's Salesman. Pet July 7. Birm, July 31 at 11. East, Birm.
 Heath, Mary, Cardiff, Publican. Pet July 6. Cardiff, July 22 at 11. Baby, Cardiff.
 Jeffery, Richd, Todpole, Kenwyn, Cornwall, Miner. Pet July 4. Redruth, July 22 at 11. Holloway, Redruth.
 Johnson, Saml, Westbromwich, Coachsmith's Striker. Pet July 5. Oldbury, July 15 at 10. Caddick, Westbromwich.
 Judd, Wm, Birm, Porter. Pet July 8. Birm, July 31 at 10. Powell & Son, Birm.
 Lamb, John Spur, Darlington, Durham, Confectioner. Pet June 28. July 21 at 12. Hoyle & Shipley, Newcastle-upon-Tyne.
 Lloyd, Saml, Westbromwich, Puddler. Pet July 5. Oldbury, July 15 at 10. Caddick, Westbromwich.
 McKiver, Danl, Bristol, Licensed Victualler. Pet July 6. Bristol, July 21 at 12. Clifton.
 Nash, Hy, Sheffield, Boot Maker. Pet July 7. Sheffield, July 27 at 1. Binney & Son, Sheffield.
 Palmer, Geo Wright, H. M.'s Ship Asia, Gunner. Pet July 5. Portsmouth, July 25 at 11. White, Portsea.
 Radford, Joseph, Lpool, out of business. Pet July 8. Lpool, July 26 at 3. Webster, Lpool.
 Slack, Elijah, Newton-leath, nr Manch, Fibre Manufacturer. Pet July 7. Manch, July 21 at 12. Sale & Co, Manch.
 Spur, Thos, Lpool, Boot and Shoe Dealer. Pet July 4. Lpool, July 21 at 11. Henwood, Manch.
 Sutcliffe, John, Huddersfield, Shoddy Manufacturer. Pet July 7. Leeds, July 24 at 11. Yewdall, Leeds.
 Teasdale, Thos, Prisoner for Debt, Flint. Adj June 21. Wrexham, July 24 at 11.
 Thornback, Geo Marcum, Southampton, Pork Butcher. Pet July 7. Southampton, July 27 at 12. Mackey, Southampton.
 Tooton, Chas, Dewsbury, York, Beerseller. Pet July 7. Dewsbury, July 21 at 12. Marrak, Dewsbury.
 Turner, Richd, Huddersfield, York, Innkeeper. Pet June 24. Huddersfield, Aug 3 at 10. Bottomley, jun, Huddersfield.
 Ward, Fredk Chas, Gorton, Cambridge, Gardener. Pet July 6. Cambridge, July 21 at 12.30. Wayman, Cambridge.
 Waterfield, Joseph, Barrowden, Rutland, Carrier. Pet July 7. Uppingham, July 21 at 10. Law, Stamford.
 Woodhead, Geo, Dewsbury, York, Wire Drawer. Pet June 30. Leeds, July 24 at 11. Bond & Barwick, Leeds.
 Yates, John, Bury, Lancaster, Grocer. Pet July 5. Bury, July 20 at 9. Anderton, Bury.

BANKRUPTCIES ANNUNCE.

FRIDAY, July 7, 1895.

Bruford, Fras, Bristol, General Merchant. June 13.
 Ritchie, Richd Hy, Tenby, Pembroke, Bank Clerk. May 17

THE CREDIT FONCIER AND MOBILIER OF ENGLAND (LIMITED).

AUTHORISED CAPITAL, £4,000,000.

CAPITAL SUBSCRIBED, £2,000,000.

CAPITAL PAID UP, £500,000.

RESERVE FUND, £200,000.

DIVIDEND RESERVE FUND, £70,000.

DIRECTORS.

The Right Hon. JAMES STUART WORTLEY, GOVERNOR.

JAMES LEVICK, Esq., Merchant, King's Arms-yard, } DEPUTY GOVERNORS.
JAMES NUGENT DANIELL, Esq., London, }

JAMES CHILDS, Esq., London.

ALEXANDER DUNBAR, Esq., Old Broad-street, London.

CHARLES ELLIS, Esq., Lloyd's.

ADOLPH HAKIM, Esq. (Messrs. Pinto, Hakim, Brothers, & Co.), London.

The Hon. T. C. HALIBURTON, M.P., Chairman of the Canada Agency Association, London.

WILLIAM HARRISON, Esq. (Messrs. Young, Harrison, & Bevan), Director of the Thames and Mersey Insurance Company.

RICHARD STUART LANE, Esq. (Messrs. Lane, Hankey, & Co.), London.

CHARLES E. NEWBON, Esq., London.

HENRY POWNALL, Esq., J.P., Russell-square, London.

JOSEPH MACKRILL SMITH, Esq. (Messrs. Mackrill Smith & Co.), Old Broad-street, London.

EDWARD WARNER, Esq., M.P., London.

JOHN WESTMORLAND, Esq. (Director of the Royal Insurance Company), London.

ALBERT GRANT, Esq., F.S.A., M.R.I., MANAGING DIRECTOR.

Bankers.

The AGRA & MASTERMAN'S BANK (Limited); Messrs. SMITH, PAYNE, & SMITHS; the NATIONAL BANK, London, Dublin, and its Branches in Ireland; the ALLIANCE BANK (Limited), London, Liverpool, and Manchester.

Solicitors.

Messrs. NEWBON, EVANS, & Co., Nicholas-lane, E.C.

BUSINESS TRANSACTED.

This Company negotiates Loans for Colonial and Foreign Governments;
Co-operates in the Financial arrangements of British and other Railways;
Makes advances to Corporations, Town Councils, and other Public Bodies;
Negotiates Loans for Public Works;
Assists in the introduction of Industrial and Commercial Undertakings;
Makes Advances upon approved Stocks, Shares, Bonds, &c.;
Makes temporary Loans upon eligible Freehold and Leasehold Securities.

London, 17 and 18, Cornhill, June 15, 1865.

ALFRED LOWE, Secretary.

DEBENTURES ISSUED BY THE CREDIT FONCIER AND MOBILIER OF ENGLAND (LIMITED).

ISSUE OF £500,000 DEBENTURES WITH INTEREST PAYABLE QUARTERLY.

The Directors have decided to issue Debenture Bonds of the Company for the amounts and bearing interest as under, viz.: In sums of £10, £20, £50, £100, £250, £500, and £1,000, with Coupons attached.

INTEREST.

For three years	6 per cent per annum.
For five years	6½ " "
For seven years	7 " "

Interest payable quarterly—viz., on the 30th March, 30th June, 30th September, and 30th December, in each year, at the Company's Bankers.

The distinctive feature in the Debentures issued by this Company is their perfect security; the amount of the capital subscribed, paid-up, and uncalled, and the general invested assets of the Company, as well as the large reserve fund, affording the most ample security to the investor.

These Debentures are issued payable to bearer, and can therefore pass by simple delivery from hand to hand, without endorsement, and are free from any further stamp duty. They are also issued—to meet the requirements of trustees and others—transferable by deed only, to be duly registered in the Company's books in the names of the investors or their assigns.

Forms of application can be obtained of the Secretary, to whom all communications must be addressed.

London, 17 and 18, Cornhill, June 15, 1865.

By order of the Court,

ALFRED LOWE, Secretary.

DEPOSITS RECEIVED BY THE CREDIT FONCIER AND MOBILIER OF ENGLAND (LIMITED).

RATES FOR MONEY ON DEPOSIT.

This Company receives Money on Deposit, in sums of £10 and upwards, at the undermentioned rates, from this day until further notice, viz.:

At 14 days' notice	3 per cent. per annum.
At one month's notice	3½ " "

FOR FIXED PERIODS OF

Not less than 3 months and up to 6 months	4 " "
Beyond 6 months and up to 9 months	4½ " "
Beyond 9 months and up to 12 months	5 " "
Beyond 12 months and up to 24 months	5½ " "

Forms of application can be obtained of the Secretary, to whom all communications must be addressed.

17 and 18, Cornhill, London, June 15, 1865.

By order of the Court

ALFRED LOWE, Secretary.

THIRTY-FOURTH REPORT OF THE UNION BANK OF LONDON.

P. NORTHALL LAURIE, Esq., GOVERNOR.
JAMES FARQUHAR, Esq., DEPUTY-GOVERNOR.

DIRECTORS.

CHARLES LYALL, Esq.
JOHN CHAPMAN, Esq.
ARCHIBALD BOYD, Esq.
JOHN SCOTT, Esq.

LEO SCHUSTER, Esq.
SIR JOHN MUSGROVE, BART., ALDERMAN.
HARRY GEORGE GORDON, Esq.
SAMUEL BEALE, Esq., M.P.

FLEETWOOD P. WILSON, Esq.
JOHN GILCHRIST, Esq.
WILLIAM SCHOLEFIELD, Esq., M.P.
WILLIAM W. SCRIMGEOUR, Esq.

AT A GENERAL MEETING OF THE PROPRIETORS

HELD AT

THE LONDON TAVERN, BISHOPSGATE STREET,

ON WEDNESDAY, THE 12TH JULY, 1865,

P. NORTHALL LAURIE, ESQ., GOVERNOR, IN THE CHAIR,

The following Report was read:—

The Directors have much satisfaction in reporting that the net profits of the Bank for the six months ending 30th June last, after payment of all charges (including the sum of £113,895 19s. 6d. for interest paid and due to customers on their current and deposit accounts), and making full provision for all bad and doubtful debts, are £144,879 8s. 11d., which, with £61,375 19s. 1d. brought forward from 31st December last, amount to £206,255 8s.

The Directors now declare a dividend at the rate of 15 per cent. per annum, and a bonus of 7½ per cent. on the paid-up capital, being, together, at the rate of 30 per cent. per annum for the last six months, clear of income-tax.

After payment of the dividend and bonus, amounting together to £180,000, and appropriating £5,000 to the Buildings Investment Account, there will remain an unappropriated balance of £21,255 8s. to be carried forward to a new Profit and Loss Account.

In the course of the past half-year Thomas Augustus Gibb, Esq. felt himself obliged, from impaired health, to tender the resignation of his seat as a Director; and the Directors feel assured that the Proprietors will hear with great satisfaction that, in pursuance of the provisions of the Deed of Settlement, they have filled that vacancy by electing Mr. Scrimgeour a Director of the Bank.

It was with great pleasure the Directors learnt that their offer would be accepted by Mr. Scrimgeour, as a recognition of their strong personal regard for a valued friend and officer; and they feel assured that the Proprietary will, with equal pleasure, confirm an election which, in some degree, marks their approbation of twenty-six years of arduous service, characterized by ability, zeal, and disinterestedness which cannot be exceeded.

The following Directors retire by rotation, under the provisions of the Deed of Settlement, viz., ARCHIBALD BOYD, Esq., CHARLES LYALL, Esq., and PETER NORTHALL LAURIE, Esq., who, being eligible, offer themselves, and are recommended by the Court of Directors, for re-election.

London, 11th July, 1865.

THE UNION BANK OF LONDON.

For the Half-year ending 30th June, 1865.

GENERAL BALANCE.

Dr.	LIABILITIES.	£	s.	d.	ASSETS.	£	s.	d.	Cr.
	£10 per share paid up on 60,000 Shares				Cash in the Bank.....	899,363	1	8	
	£5 per share added out of Reserved profits	300,000			" in Bank of England	691,171	5	1	
Capital	£15 per share paid up on 20,000 shares, 1864.....	300,000			" lent at Call	1,238,000	0	0	2,828,534 6 9
			1,200,000	0 0	Investments in Government Stock, Exchequer Bills, Debentures, &c.				1,073,878 5 3
	Due by the Bank on Current Accounts, Deposit Receipts (including Interest accrued), and other Obligations	18,908,608	19	1	£337,078 13s. Consols Reserved Fund				300,000 0 0
	Reserved Fund, invested in Consols, as per Contra	300,000	0	0	Bank Premises—consisting of Freehold Buildings in Princes Street, Mansion House Street, Argyll Place, Fleet Street, and Chancery Lane; and Lease and Fixtures of No. 4, Pall Mall East.....				192,624 6 1
	Buildings Investment Account	67,000	0	0	Loans, Bills Discounted, &c.				16,324,573 8 2
	Rebate on Bills not due	37,745	19	2					
	Balance at credit of Profit and Loss.....	206,255	8	0					
			£20,719,610	6 3					£20,719,610 6 3

PROFIT AND LOSS ACCOUNT.

Dividend at the rate of 15 per Cent. per annum	90,000	0	0	Profit unappropriated on 31st December, 1864.....	61,375	19	1
Bonus 7½ per Cent.	90,000	0	0	Amount of Net Profit of the Half-year ending 30th June, 1865, after deducting all Expenses, and Interest paid and due (£113,895 19s. 6d.), allowed to Customers on their Current and Deposit Accounts	144,879	8	11
Amount appropriated to Buildings Investment Account..	180,000	0	0				
Balance, being Undivided Profit carried forward to next half-year	5,000	0	0				
	21,255	8	0				
			£206,255 8 0				£206,255 8 0

The Governor then declared a dividend for the past half-year, at the rate of 15 per cent. per annum, and a bonus of 7½ per cent., clear of income-tax. It was Resolved unanimously—

That the Report now read be adopted, printed, and circulated among the Proprietors.

That ARCHIBALD BOYD, Esq., be re-elected a Director of the Bank.

That CHARLES LYALL, Esq., be re-elected a Director of the Bank.

That PETER NORTHALL LAURIE, Esq., be re-elected a Director of the Bank.

That the best thanks of the Meeting be given to the Governor, Deputy-Governor, and the Directors, for the very able and judicious manner in which they have conducted the affairs of the Bank during the past half-year.

That Mr. SCRIMGEOUR be requested to sit for his portrait as a mark of the approbation of the Proprietors of his long and faithful services, and that it be referred to the Court of Directors to carry this resolution into effect.

That the thanks of the Meeting be given to Mr. J. A. BARTON, the General Manager; Mr. INGPEN, the Manager of the Regent Street Branch; Mr. ST. BARRE, the Manager of the Charing Cross Branch; Mr. HEATHE, the Manager of the Temple Bar Branch; and to the Assistant Secretary, for the zealous and efficient manner in which they have discharged their several duties.

(Signed)

P. NORTHALL LAURIE, Governor.

That the thanks of the Meeting be given to P. NORTHALL LAURIE, Esq., the Governor, for his courteous and able conduct in the Chair.

(Signed)

JAMES FARQUHAR, Deputy Governor.

Extracted from the Minutes.

W. O. BEVILLE, Assistant Secretary.

N.B.—The Dividend and Bonus will be payable on and after THURSDAY, the 20th instant.